



"To enrich lives through effective and caring service"



Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

December 13, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONTRACTS FOR EMPLOYMENT OF AT-RISK YOUTH ON REPAIR,
MAINTENANCE AND IMPROVEMENT PROJECTS
(THIRD AND FOURTH DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this action is exempt from the California Environmental Quality Act (CEQA).
2. Approve award of and instruct the Chair to execute the attached three-year contracts, plus two one-year extension options, with Los Angeles Conservation Corps (LACC) and California Conservation Corps (CCC) for employment of at-risk youth on repair, maintenance and improvement projects within Marina del Rey and County-owned/operated beaches, at an aggregate annual County cost not to exceed \$300,000 for all maintenance projects.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contracts will enable the Department to continue to carry out projects at Marina del Rey and County-owned/operated beaches employing at-risk youth. The Department previously benefited from the same services pursuant to an Inter-Agency Cooperative Agreement with the CCC.

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The Department consistently looks for means to enhance the service it delivers to the public at Marina del Rey and County-owned/operated beaches, including through greater cost effectiveness, as well as to provide opportunities for at-risk youth to gain valuable work experiences. Under the recommended contracts, both of these objectives can be partially met through services provided by the LACC and the CCC to the Department, on an as-needed basis.

Implementation of Strategic Plan Goals

The maintenance services provided by the LACC and CCC will employ at-risk youth to work on projects at Marina del Rey and at County-owned/operated beaches at a cost savings, thereby furthering the goals of Fiscal Responsibility and Children and Families Well Being.

FISCAL IMPACT/FINANCING

Each contract is written with a \$300,000 annual limit in order to provide maximum flexibility in deciding how much work (within the \$300,000 aggregate total limit) to provide each contractor. Such fees will be payable based on hourly billings at specified contract rates.

The cost of these contracts is included in the Department's Fiscal Year 2005-2006 adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The LACC and CCC both provide training in job skills and environmental education to youth through involvement in projects that preserve, maintain and enhance environmentally important lands and waters. The contracts will enable the Department to carry out repair, maintenance and improvement projects that benefit the public's use and enjoyment of beach and/or Marina facilities, and landscaping and native revegetation projects throughout the Department's properties.

But for variations relating to hourly fees, the two contracts being presented to your Board are identical. The contract term is three years with two one-year extension options, which may be exercised at the Director's discretion. The contract services will commence on December 13, 2005, or the date of approval by your Board, if later.

The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Administrative Office and County Counsel requirements.

The contracts have been approved as to form by County Counsel.

CONTRACTING PROCESS

The Department conducted a Request for Proposals (RFP) process in selecting its proposed contractors, which originally contemplated the possibility that a Proposition A contract might have been recommended to your Board had a private business been recommended for contract award, as the services to be provided are able to be performed by County employees. The contract solicitation was advertised in the Argonaut, the Daily Breeze, the Eastside Sun, the Lynwood Journal, the Compton Bulletin, the Los Angeles Times, the Culver City News, the LA Watts Times, and the Santa Monica Daily Press. The opportunity was also advertised on the County's Bid Web page (Attachment 1), as well as the Department's own Internet site. In addition, notices were sent out by direct mail to a list of 71 contractors.

Two firms submitted proposals. Both the LACC and CCC are excluded from Proposition A, as the LACC is a non-profit corporation qualified under Internal Revenue Code Section 50(c)(3) and CCC is a state agency. Thus, the Living Wage Ordinance, which only applies to Proposition A contracts, also does not apply.

Both proposals met the RFP's minimum requirements and were evaluated. A three-person evaluation committee, composed of two staff members from the Department's Facilities and Property Maintenance Division and one from the Department's Revenue and Systems Development Section, evaluated the proposals based on a weighted evaluation of: (1) experience and organizational resources (500 points); (2) price (350 points); and (3) references (150 points). The committee determined that the two contractors had the ability, experience and resources to provide the Department with quality maintenance services as substantiated through their submitted proposals.

The Director has considered the committee's findings and recommends that your Board approve contracts with each of the two contractors. The use of two contractors will provide the needed flexibility to enable the Department to respond to its many and varied maintenance, repair and improvement projects in the most economical and efficient manner.

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Attachment 2 details the minority and gender composition of the qualifying contractors. Final consideration of contract award for the two recommended contractors was made without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Department has provided this opportunity to learn job skills to at-risk youth in the past via an Inter-Agency Agreement, and these contracts will continue that practice.

There will be no impact on other County services or projects.

ENVIRONMENTAL DOCUMENTATION

This action is exempt from CEQA pursuant to State CEQA Guideline Section 15061 (b)(3), because it can be seen with certainty that there is no possibility that this action will have a significant effect on the environment. Any projects to be considered pursuant to the terms of the contracts will undergo the applicable CEQA review prior to their construction or implementation.

CONCLUSION

Instruct the Executive Officer to send one approved copy of this letter and two executed copies of the contracts to the Department of Beaches and Harbors.

Respectfully submitted,

Kerry Silverstrom
for

Stan Wisniewski, Director

SW:so
Attachments (4)
C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Director, Office of Affirmative Action Compliance

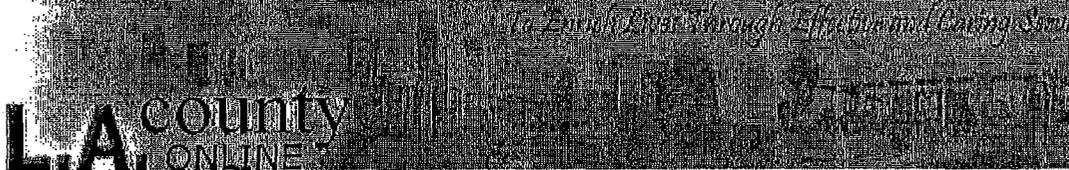
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Award information has not been added at this time.

Search for a Closed Bid

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- S T U V W X
- Y Z All

Bid Information

Search By

Bid Title

Sort By

Bid Title

Bid Number : DBH-17

Bid Title : Employment of At-Risk Youth on Repair, Maintenance and Improvement Project

Bid Type : Service

Department : Beaches and Harbors

Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMM

Open Date : 10/13/2005

Closing Date : 11/3/2005 5:00 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : \$ 300,000

Bid Download : [Available](#)

Bid Description : The Los Angeles County Department of Beaches and Harbors is seeking qualified (s) to manage and supervise the employment of at-risk youth on various as-needed projects located in Marina del Rey and at 11 County operated beaches between Nicholas and Royal Palms. Proposals must be in the form described in the RFP. Selection of the qualifications of the firms submitting proposals as well as their prices for per

A Proposers' Conference will be held at 9:00 a.m. on Thursday, October 20, 2005 at the Community Building, 13650 Mindanao Way, Marina del Rey. The deadline for submittal is 5:00 p.m., November 3, 2005.

Contractor's submitting proposals must have a minimum of three years' experience in at-risk youth in maintenance projects. The County may require additional minimum

To receive a copy of the RFP, either telephone (310) 577-5736, send e-mail with subject line to sorellana@dbh.co.la.ca.us, visit http://lacounty.info/doing_business

Department of Beaches and Harbors
At-Risk Youth RFP
13837 Fiji Way
Marina del Rey, CA 90292
Fax: (310) 821-8155

The County reserves the right to cancel the RFP and to modify any and all terms and conditions, including minimum requirements. For further information, call Susy Orellana at (310) 577-5736

Contact Name : Susy Orellana

Contact Phone# : (310) 577-5736

Contact Email : sorellana@dbh.co.la.ca.us

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**EMPLOYMENT OF AT-RISK YOUTH ON REPAIR, MAINTENANCE AND IMPROVEMENT PROJECTS
FIRM/ORGANIZATION INFORMATION**

PROPOSER	Certified Local SBE	COMPOSITION	PARTNERS/ ASSOCIATE		MGRS		STAFF		TOTAL		
			M	F	M	F	M	F		M	F
California Conservation Corps Certifications: None	N	Black/African American			2	3	30	20	55		
		Hispanic/Latino			2	1	50	15	68		
		Asian or Pacific Islander			0	0	0	3	3		
		Amer. Indian/Alaska Native			0	0	4	1	5		
		Filipino American			0	0	0	0	0		
		White			4	3	20	17	44		
		TOTALS			0	0	8	7	104	56	175
Los Angeles Conservation Corps Certifications: None	N	Black/African American			3	7	4	8	22		
		Hispanic/Latino			4	5	23	43	75		
		Asian or Pacific Islander			1	1	2	8	12		
		Amer. Indian/Alaska Native			1	0	1	0	2		
		Filipino American			0	0	0	0	0		
		White			7	8	3	7	25		
		TOTALS			0	0	16	21	33	66	136

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR EMPLOYMENT OF AT - RISK YOUTH ON REPAIR, MAINTENANCE AND
IMPROVEMENT PROJECTS**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Los Angeles Conservation Corps (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Staffing Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10 and P-11, submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of December 13, 2005 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Staffing Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2, Statement of Work.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.7, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

Contractor(s). The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Period. The period commencing on the effective date of the Contract and expiring on June 30, 2008, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued October 13, 2005.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of December 13, 2005 or the date of approval of the Contract by the Board of Supervisors and expiring on June 30, 2008.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two

one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor(s) in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor(s) in writing before the expiration of the first optional Contract Year.

1.3.3 Extension to Complete Work Order.

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for employment of at-risk youth services among all Contractors shall not exceed \$300,000. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for employment of at-risk youth services may exceed the aforementioned \$300,000 to the extent that a lessee or other third party is obligated to reimburse the County for its employment of at-risk youth maintenance project expenses.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$300,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the

Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates. Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 2) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

1.4.4 Increase in Maximum Compensation Under Work Order. The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR EMPLOYMENT OF AT - RISK YOUTH ON REPAIR, MAINTENANCE AND
IMPROVEMENT PROJECTS**

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Offer to Perform.

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Offer to Perform, Work Order and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor will provide all materials and equipment necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the Department shall provide any necessary materials and equipment.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in

the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Make Semi-Monthly Reports. The Contractor shall report to the Contract Administrator on a semi-monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.7 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's project, recommendations and plans in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR).

The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 At-risk Youth The Contractor shall provide the services of at-risk youth and on-site supervisors identified in the Contractor's Proposal.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Chief, Facilities and Property Maintenance Division shall be the Contract Administrator (CA) who shall have the authority

to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- The Contractor will work with the Department in an effort to develop Work Orders for CA approval;
- The Contractor will adequately staff projects for the Department with at-risk youth;
- The Contractor will provide on-site supervision for its at-risk youth employees on all Department projects;
- The Contractor will engage in repair, maintenance, and improvement projects that benefit the public's use and enjoyment of beach and/or Marina facilities;
- The Contractor will engage in landscaping, tree trimming, and native plant revegetation projects throughout the Department's properties;
- The Contractor will provide weed abatement, debris removal, and fence and retaining wall installation and repair services;
- The Contractor will procure all project related materials unless otherwise agreed to by the Parties;
- The Department will provide the Contractor with any plans or specifications necessary to

carry out projects agreed to by the Parties, unless the Work Order provides that the Contractor shall prepare plans and specifications;

- The Department will obtain any necessary permits or approvals required by law for the carrying out of any project contemplated by this Agreement, unless such responsibility is expressly delegated to the Contractor in the Work Order;
- The CA or his designee will review all work performed by the Contractor and provide evaluations of said work on a regular basis;
- The Contractor will perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to maintenance services.

2.4.5 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

2.4.7.2 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.3 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.4 Hourly services shall be accurately reported.

2.4.7.5 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.6 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR EMPLOYMENT OF AT - RISK YOUTH ON REPAIR, MAINTENANCE AND
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PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.

The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance

coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements.

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor; then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by

the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and

per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior

consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract,

the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and

confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR

WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and

remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

3.32 COMPLIANCE WITH LIVING WAGE PROGRAM

3.32.1 Living Wage Program. This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit 10 and incorporated by reference into and made a part of the Contract.

3.32.2 Payment of Living Wage Rates.

3.32.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

(a) Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

(b) Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its

Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

3.32.2.2 For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

3.32.2.3 If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

3.32.2.4 If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that

Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

3.32.3 Contractor's Submittal of Certified Monitoring Reports. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

3.32.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is

not limited to any labor law/payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

3.32.5 County Auditing of Contractor Records. Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

3.32.6 Notifications to Employees. Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

3.32.7 Enforcement and Remedies. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

3.32.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(a) **Withholding of Payment.** If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which

may include required submittal of revised certified monitoring reports or additional supporting documentation.

(b) **Liquidated Damages.** It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

(c) **Termination.** Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.7.2 Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(a) **Withholding Payment.** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which

may include required submittal of revised certified monitoring reports or additional supporting documentation

(b) Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

(c) Termination. Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.8 Debarment. In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

3.32.9 Use of Full-Time Employees. Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full time employee staffing plan. If Contractor changes its full time employee staffing plan, Contractor shall immediately provide a copy of the new staffing

plan to the County.

3.32.10 Contractor Retaliation Prohibited. Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.11 Contractor Standards. During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

3.32.12 Neutrality in Labor Relations. Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

3.33 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.33.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-11, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits

a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.34 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.34.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.34.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

3.34.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.34.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.34.5 The Contractor Hearing Board will conduct a hearing where evidence on the

proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.34.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.34.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) an other reason that is in the best interest of the County.

3.34.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or

termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.349 These terms shall also apply to Subcontractors of County Contractors.

3.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

3.36 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.37 COMPLIANCE WITH JURY SERVICE PROGRAM

3.37.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.37.2 Written Employee Jury Service Program.

3.37.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program

(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.37.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.37.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury

Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.37.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.38 SAFELY SURRENDERED BABY LAW

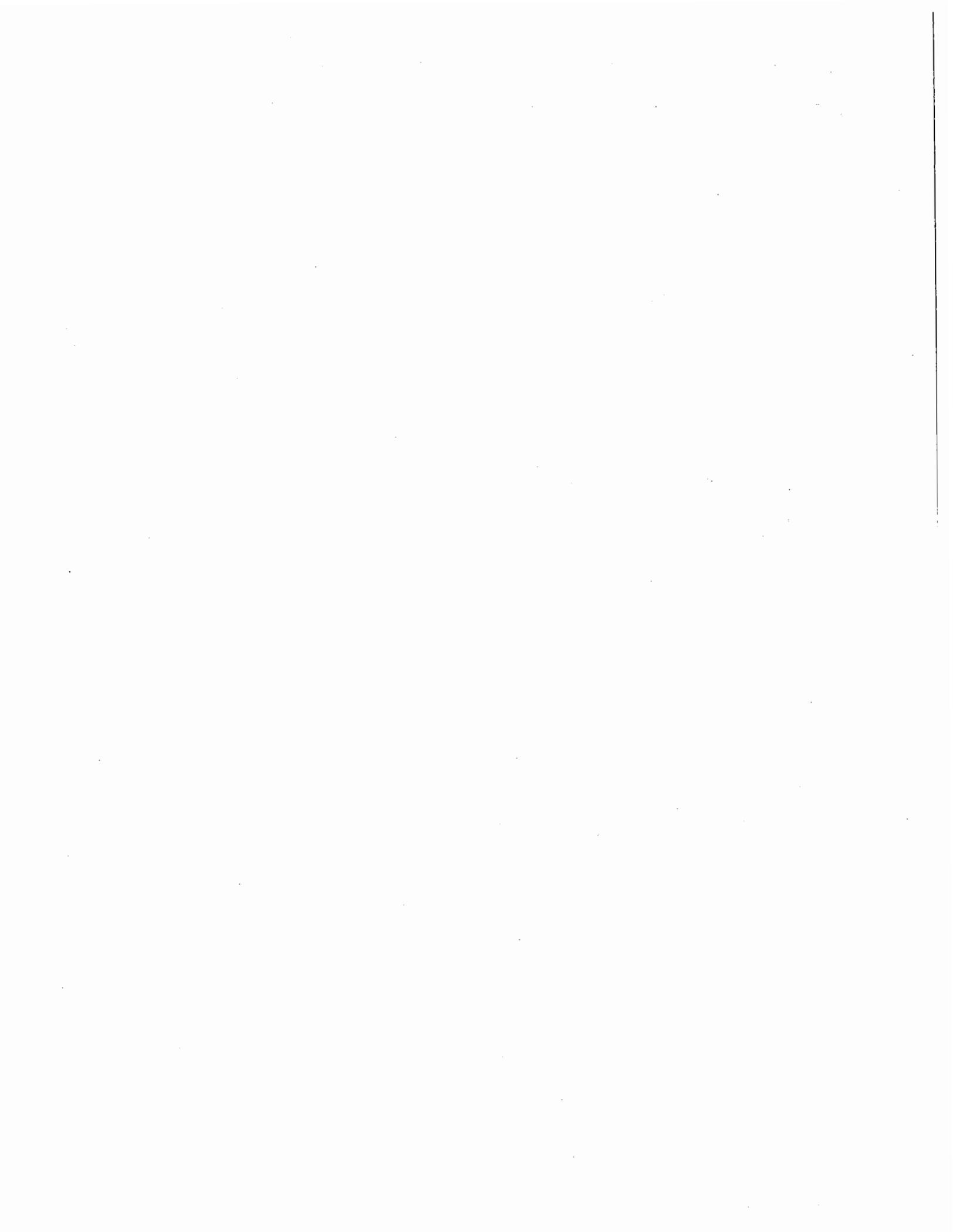
3.38.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.38.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.39 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all

such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.



IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Los Angeles Conservation Corps, A non-profit Corporation

By _____

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By _____
Deputy

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR EMPLOYMENT OF AT - RISK YOUTH ON REPAIR, MAINTENANCE AND
IMPROVEMENT PROJECTS**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and California Conservation Corps (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Staffing Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10 and P-11, submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of December 13, 2005 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Staffing Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2, Statement of Work.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.7, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

Contractor(s). The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Period. The period commencing on the effective date of the Contract and expiring on June 30, 2008, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued October 13, 2005.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of December 13, 2005 or the date of approval of the Contract by the Board of Supervisors and expiring on June 30, 2008.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two

one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor(s) in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor(s) in writing before the expiration of the first optional Contract Year.

1.3.3 Extension to Complete Work Order.

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for employment of at-risk youth services among all Contractors shall not exceed \$300,000. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for employment of at-risk youth services may exceed the aforementioned \$300,000 to the extent that a lessee or other third party is obligated to reimburse the County for its employment of at-risk youth maintenance project expenses.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$300,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the

Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates. Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 2) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

1.4.4 Increase in Maximum Compensation Under Work Order. The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR EMPLOYMENT OF AT - RISK YOUTH ON REPAIR, MAINTENANCE AND
IMPROVEMENT PROJECTS**

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Offer to Perform.

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Offer to Perform, Work Order and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor will provide all materials and equipment necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the Department shall provide any necessary materials and equipment.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in

the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Make Semi-Monthly Reports. The Contractor shall report to the Contract Administrator on a semi-monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.7 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's project, recommendations and plans in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR).

The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 At-risk Youth The Contractor shall provide the services of at-risk youth and on-site supervisors identified in the Contractor's Proposal.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Chief, Facilities and Property Maintenance Division shall be the Contract Administrator (CA) who shall have the authority

to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- The Contractor will work with the Department in an effort to develop Work Orders for CA approval;
- The Contractor will adequately staff projects for the Department with at-risk youth;
- The Contractor will provide on-site supervision for its at-risk youth employees on all Department projects;
- The Contractor will engage in repair, maintenance, and improvement projects that benefit the public's use and enjoyment of beach and/or Marina facilities;
- The Contractor will engage in landscaping, tree trimming, and native plant revegetation projects throughout the Department's properties;
- The Contractor will provide weed abatement, debris removal, and fence and retaining wall installation and repair services;
- The Contractor will procure all project related materials unless otherwise agreed to by the Parties;
- The Department will provide the Contractor with any plans or specifications necessary to

carry out projects agreed to by the Parties, unless the Work Order provides that the Contractor shall prepare plans and specifications;

- The Department will obtain any necessary permits or approvals required by law for the carrying out of any project contemplated by this Agreement, unless such responsibility is expressly delegated to the Contractor in the Work Order;
- The CA or his designee will review all work performed by the Contractor and provide evaluations of said work on a regular basis;
- The Contractor will perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to maintenance services.

2.4.5 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

2.4.7.2 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.3 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.4 Hourly services shall be accurately reported.

2.4.7.5 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.6 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR EMPLOYMENT OF AT - RISK YOUTH ON REPAIR, MAINTENANCE AND
IMPROVEMENT PROJECTS**

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance

coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements.

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by

the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and

per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior

consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract,

the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and

confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR

WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and

remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

3.32 COMPLIANCE WITH LIVING WAGE PROGRAM

3.32.1 Living Wage Program. This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit 10 and incorporated by reference into and made a part of the Contract.

3.32.2 Payment of Living Wage Rates.

3.32.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

(a) Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

(b) Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its

Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

3.32.2.2 For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

3.32.2.3 If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

3.32.2.4 If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that

Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

3.32.3 Contractor's Submittal of Certified Monitoring Reports. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

3.32.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is

not limited to any labor law/payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

3.32.5 County Auditing of Contractor Records. Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

3.32.6 Notifications to Employees. Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

3.32.7 Enforcement and Remedies. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

3.32.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(a) **Withholding of Payment.** If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which

may include required submittal of revised certified monitoring reports or additional supporting documentation.

(b) **Liquidated Damages.** It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

(c) **Termination.** Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.7.2 Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(a) **Withholding Payment.** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which

may include required submittal of revised certified monitoring reports or additional supporting documentation

(b) Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

(c) Termination. Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.8 Debarment. In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

3.32.9 Use of Full-Time Employees. Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full time employee staffing plan. If Contractor changes its full time employee staffing plan, Contractor shall immediately provide a copy of the new staffing

plan to the County.

3.32.10 Contractor Retaliation Prohibited. Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.11 Contractor Standards. During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

3.32.12 Neutrality in Labor Relations. Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

3.33 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.33.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-11, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits

a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.34 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.34.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.34.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

3.34.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.34.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.34.5 The Contractor Hearing Board will conduct a hearing where evidence on the

proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.34.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.34.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) an other reason that is in the best interest of the County.

3.34.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or

termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.349 These terms shall also apply to Subcontractors of County Contractors.

3.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

3.36 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.37 COMPLIANCE WITH JURY SERVICE PROGRAM

3.37.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.37.2 Written Employee Jury Service Program.

3.37.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program

(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.37.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.37.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury

Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.37.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.38 SAFELY SURRENDERED BABY LAW

3.38.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.38.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.39 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all

such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

California Conservation Corps, A California State Agency

By _____

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By _____
Deputy

REQUEST FOR PROPOSAL-EMPLOYMENT OF AT-RISK YOUTH O REPAIR, MAINTENANCE AND
IMPROVEMENT PROJECTS
OFFER TO PERFORM and PRICE PROPOSAL

Proposer: Name: California Conservation Corps
Address: 4366 South Main Street
Los Angeles, CA 90037
Phone (323) 235-3101 Fax (323) 235-3104

TO: Director, Department of Beaches and Harbors

Proposer, responding to the request for proposal (RFP) issued by the Los Angeles County Department of Beaches and Harbor, offers to manage the employment of at-risk youth on various as needed maintenance projects, to be performed from date of Board approval to June 30, 2008, and at the point of the Director the terms may be extended for two additional, consecutive, optional Contract Years. The one-year options shall be exercised separately in succession.

The compensation for Proposer's service shall be in accordance with the hourly rates set forth for such work on page 2, subject to the limitations provided in the Contract. The proposal is subjected to the following additional conditions:

(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejections.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual corporation Partnership or joint venture
 limited liability company other: State Agency

State of organization: California Principal place of business _____

Out of state vendor's authorized agent for service of process in California:

Name _____ Address _____ Phone _____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract

<u>Sherryl Jones</u>	<u>Conservation Supervisor</u>				
Name	Title	Phone	Name	Title	Phone

Dated: 11/1/05 Proposer's signature: Sherryl Jones Supervisor 323 255 3101
Name Title Phone

PRICE PROPOSAL

Fill in all of the un-shaded boxes This chart will be used for a variety of purposes as follows:

- The “Hourly Wage/Staff Position” column should reflect actual hourly wages paid, which the County will use to judge whether the Proposer complies with the County Living Wage Program (Exhibit 7).
- The “Other Personnel” rows should coincide with the positions described in the Staffing Plan (Form P-2). If one hourly wage will be paid to all staff (despite different positions, i.e. Site Supervision, Contract Representation) performing the work, please indicate this in each field per contract position. The County will use to judge whether the Proposer complies with the County Living Wage Program.
- The Last row (“Proposed Hourly Price”) should reflect an average hourly wage rate for all staff, loaded with benefits and other direct cost, as well as proportional amounts of overhead, profit and support staff costs. This price will be used for Proposal Price evaluation purposes. The total should equal the Proposer’s expected compensation for providing the services as required by Attachment A, Part 2, Statement of Work.

	HOURLY WAGE/ STAFF POSITION	AVERAGE HOURLY PROPOSED PRICE*
AT RISK YOUTH	\$ 8.25	
OTHER PERSONNEL:		
1. Supervisor	\$ 26.00	
2. Manager	\$ Included	
3.	\$	
PROPOSED HOURLY PRICE*		\$ 17.25

*** AVERAGE HOURLY PROPOSED PRICE SHOULD REFLECT THE AVERAGE HOURLY COST FOR ALL POSITIONS INDICATED IN THE HOURLY WAGE/STAFF POSITION COLUMN, INCLUDING BENEFIT AND OTHER DIRECT COSTS, AS WELL AS PROPORTIONAL AMOUNTS OF OVERHEAD, PROFITS AND SUPPORT STAFF COSTS.**

1. Staffing Plan

Name	Relationship to Prosper	Job Title	Responsibilities
Sherryl Jones	Full Time Permanent Employee	<u>Project Manager</u> Los Angeles/Norwalk Satellites	Responsible for marketing of CCC Crews. Completes and submits bids for potential project work to various agencies. Complete and process all CCC contract documents. Oversees day-to-day project management and expenditures. Completes monthly billing of work completed by CCC crews. Maintains power/hand tool inventory. Directly supervise 9 civil service employees. Indirectly supervise 100 CCC Corpsmembers ages 18-25 years old. Center Safety Officer. Completes reporting documents as required per department requirements.
Karla Benedicto	Full Time Permanent Employee	<u>Assistant Project Manager</u> LA/Norwalk Satellites	Assist Project Manager with the marketing of CCC Crews. Completes and submits bids or potential project work to various agencies. Complete and process all CCC contract documents. Researches and purchases materials per job specifications. Manages Norwalk's day-to-day operation and off site projects. Staff Liaison to Metropolitan Hospital. Indirectly supervisor 37 CCC Corpsmembers ages 18 - 25.
Terri Kirby	Permanent Full Time Employee	<u>Project Manager</u> Camarillo Center	Responsible for marketing of CCC Crews. Completes and submits bids for potential project work to various agencies. Complete and process all CCC contract documents. Oversees day-to-day project management and expenditures. Completes monthly billing of work completed by CCC crews. Maintains power/hand tool inventory. Directly supervise four civil service employees and one Fish and Game Fish Habitat Assistant. Indirectly supervise 65 CCC Corpsmembers ages 18-25 years old. Center Safety Officer. Completes reporting documents as required per department policy.
Kelly Plagman	Full Time Permanent Employee	<u>Assistant Project Manager</u> Camarillo Center	Directly oversees Camarillo's Intern Program including negotiating, processing intern contracts. Assists Project Manager in day-to-day project management. Researches and purchases materials per job specifications. Directly trains corpsmembers in power tool usage. Acts as Relief Supervisor when needed. Operates Chipper and small tractors on projects. Acts as Project Manager in her absence.
Anna Parker	Full Time Permanent Employee	<u>Associate Gov. Program Analyst</u> Southern District	Fiscal oversight and monitoring of CCC Project Contracts at all locations in the southern district. Assists in the compilation and analyses of project information, and special program budgets. Reports directly to the District Manager

2. Supervisors

Name	Title	Specialty/Trade
Coyne, Patrick	Conservationist I	Basic tool and equipment trainer. Lead Safe Weatherization, Exclusionary Fencing, Hazwoper (oil spill) certified, trail construction, landscaping and painting. First Aid/CPR Instructor. Chainsaw certified. Salmon Restoration techniques. Weed abatement. Rock/Retaining Wall construction. Handicapped Accessible Trail Construction. Class B License with Airbrake certification. Flood Fight Techniques
Crayton, Frances E.	Conservationist I	Basic tool and equipment operator. Chainsaw certified. Weatherization and Respirator equipment fitting and testing. Plant identification. Basic Trail Construction and maintenance, landscaping. Chipper operator Class B License with Airbrake certification. Flood Fight Techniques
Herrera, Christian	Conservationist I	Oil Recycling Program Coordinator, Basic Hand Tools, Chainsaw certified, basic trail construction, landscaping. Chipper Operator .Class B License with Airbrake certification. Flood Fight Techniques
Mercado, Juan M.	Conservationist I	Trail Construction Instructor, Chainsaw Instructor, basic tool and equipment operator, Salmon Restoration coordinator, cabling boulders, rock drill, USFS Fire Crew Supervisor certified. Weed Abatement. Trail Construction, landscaping, irrigation, painting. Chipper Operator Class B License with Airbrake certification. Fence Installation. Flood Fight Techniques
Ortiz, Rogelio	Conservationist I	Basic hand tool and power equipment operator. Basic irrigation installation, Decomposed Granite trails with bender board headers. Trail construction and maintenance. Weed abatement. Class B License with Airbrake certification. Flood Fight Techniques
Palacios, Odyssey	Conservationist I	Flood revegetation, Class B License with Airbrake certification. Flood Fight Techniques. Basic hand and power tool operator. Chipper operator. Trail construction and maintenance.
Shishino-Cruz, John	Conservationist I	Flood revegetation, Class B License with Airbrake certification. Flood Fight Techniques. Basic hand and power tool operator. Chipper operator. Trail construction and maintenance. Rock Wall construction. Retaining Wall Construction. Native Plant Advisor.
Taylor, Jeffery	Conservationist I	Flood revegetation, Class B License with Airbrake certification. Flood Fight Techniques. Basic hand and power tool operator. Chipper operator. Trail construction and maintenance. Basic Irrigation.
Williams, Jabari	Conservationist	Flood revegetation, Class B License with Airbrake certification. Flood Fight Techniques. Basic hand and power tool operator. Chipper operator. Trail construction and maintenance.

3. Statement of Level of Relevant Experience

- **How the experience of CCC staff is specifically related to services requested.**

The work requires the contractor to adequately staff projects for the Department with at-risk-youth. Provide on-site supervision; engage in repair, maintenance and improvement projects. Engage in landscaping, tree trimming, and native plant revegetation. Provide weed abatement, debris removal, and fence and retaining wall installation and repair services.

The California Conservation Corps (CCC) is a State Agency under the Department of Resources. We employ 18 – 25 year olds to perform public service projects. The California Conservation Corps staff are permanent, full time employees with the State of California. The average supervisor to corpsmember ratio is 12 to 1 on CCC Crews.

Many CCC staff have worked their way through the ranks, beginning as corpsmembers, until they meet the qualification criteria for the *CCC Conservationist I*, civil service exam. With this in mind, and the fact the projects listed above are typical projects CCC is engaged in on a regular basis, CCC crew supervisors are very familiar with, have been involved in, and now oversee the type of projects given as examples routinely.

CCC strives to provide employees training on an on-going basis. Some crew supervisors have received training in areas such as basic and mid level electrical training, small engine repair, flood fighting techniques and basic construction. Additionally, several supervisors are certified Chainsaw Instructors, CCC Blue Card Driver Instructors and CPR/First Aid Instructors. These services could be a benefit to Los Angeles Beaches and Harbors in terms of project work and productivity.

Customer satisfaction as well as teaching young adult's work ethics and employable skills is one of CCC's top priorities. Considering this, CCC Project Managers are responsible for coordinating and scheduling of all crew work at their respective locations, and are well aware of their staffs strengths and capabilities. It is standard operating procedure to assign supervisors to projects that best fit their experience, skills and capabilities.

The Project Mangers will consider hiring an outside consultant for any portion of a job that is beyond their current technical capabilities. The Project Manager will include all information regarding the consultant in the bid packet submitted to LA Beaches & Harbors.

- **Level of staff the CCC would be equipped to assign on an as-needed basis for projects.**

There are eight CCC project crews between the Los Angeles, Norwalk and Camarillo locations. It is not uncommon for the project managers from all three sites to coordinate with each other to combine crews to meet project needs.

On large-scale technical projects that involve several crews, project managers at times have allocated an extra staff member to be present on the project. This person assumes the position of on site work coordinator and liaison to the contracting sponsor. In addition, should problems arise at the project site, project managers will be contacted by the CCC crew supervisor. If needed, the project manager or their designee will visit the project to meet with contracting agency. At the very least, the project manager will contact personnel from the contracting agency to discuss any problems occurring.

**Sherryl Jones
4366 South Main Street
Los Angeles, CA 90037
(805)386-0201**

California Conservation Corps

1998 – Present

Conservation Supervisor

Project Manager
Camarillo Center
2004 – Present

Responsible for the Los Angeles CCC Center Projects Division. Duties include but are not limited to managing operations of four CCC work crews. Completes, processes and invoices contracts for crew work. Schedule Los Angeles CCC work crews. Responsible for maintaining all tools, equipment and materials purchased. Directly supervise and evaluate 10 Civil Service Employees, indirectly supervise 100 Corpsmembers ages 18-25. Center Safety Officer includes presenting a one-hour safety class to staff and cms each month. Generate fiscal reports and distribute to the appropriate parties. Duties also include public speaking and marketing. Cover the position of Center Director in his absence.

Conservationist I

Residential Advisor
Camarillo Center
1998-2004

Scheduled and oversaw corpsmember recreational activities. Assisted Education Coordinator in planning educational activities such as GED Test Preparation, etc. Monitored attendance as well as classes. Supervised Security Staff.

Karla Benedicto

Address provided upon request
562-651-5502

CALIFORNIA CONSERVATION CORPS

1987-PRESENT- 18yrs 3mos

Conservationist II

Assistant Project Manager
Norwalk Satellite

April 01, 2002 – August 31, 2003 – 1yr 5mos

Demoted due to budget cuts *See below*

March 01, 2005 – Present - 8mos

Duties as directed: primarily assisting the Los Angeles Conservation Supervisor in managing the daily operations of the Norwalk Satellite Facilities, 3 crews including scheduling and bidding projects, assist with marketing crews. Manage vehicles, tools and equipment inventories. Indirectly responsible for the supervision of 37 young adults “corpsmembers” between the ages of 18 and 25. Assist with managing Norwalk’s budget, processing invoices for services and materials. Liaison staff between Metropolitan State Hospital and the California Conservation Corps, managing lease apprentice program.

Conservationist I

Grade Crew Supervisor
COMET Instructor
Business Service Assistant
Recruitment Supervisor Los Angeles

July 27, 1987 – April 01, 2002 – 14yrs 8mos

Promotion C-II *See above*

September 01, 2003 – February 28, 2005 1yr 6mos

Directly supervised, trained and evaluated between 3 – 45 “corpsmembers” on numerous Public Service Conservation Work (PSCW) projects: building trails, erosion control, landscape maintenance – various aspects, installation and demolition. Emergency service as assigned: fire camp support, invasive species mitigation, earthquake and flood response. As Comet Instructor orientated new members in CCC program policies, procedures and practices, assisted Corp members Development Staff with education program and event planning. As the Business Service Assistant, assisted with facility and vehicle maintenance, warehouse operations, and purchasing. As Recruitment Supervisor: Coordinated marketing events, networked with local area Community Based Organization, schools etcetera, providing presentations to youth and the public enhancing awareness of the CCC program. Oversight of the recruitment budgets pre-employment physicals and marketing funds. All positions included extensive preparation and planning skills, progress tracking and recordkeeping.

Teresa J. Kirby
4685 North Street, Somis CA. 93066
(805)386-0201

California Conservation Corps

1980 – Present

Conservation Supervisor

Project Manager
Camarillo Center
1995 – Present

Responsible for the Camarillo CCC Center Projects Division. Duties include but are not limited to managing operations of four CCC work crews. Completes, processes and invoices contracts for crew work. Schedule Camarillo CCC work crews. Responsible for maintaining all tools, equipment and materials purchased. Directly supervise and evaluate four Civil Service Employees, indirectly supervise 65 Corpsmembers ages 18-25. Center Safety Officer includes presenting a one-hour safety class to staff and cms each month. Generate fiscal reports and distribute to the appropriate parties. Duties also include public speaking and marketing. Cover the position of Center Director in his absence.

Conservationist II

Assistant Project Manager
Camarillo Center
1989 – Present

Assisted Camarillo Project Manger in duties listed above. Responsible for corpsmember discipline and ensuring consistent consequences for all corpsmembers.

Conservationist I

Assistant Education Coordinator
Camarillo Center
1980 – 1989

Assisted Education Coordinator in planning educational activities such as GED Test Preparation, etc. Monitored attendance as well as classes. Scheduled and oversaw corpsmember recreational activities.

Kelly Plagman
1878 South Lewis Road
Camarillo, CA 93011
(805) 484-4345 ext 24

Conservationist One- Assistant Project Manager

Project Manager
Camarillo Center
1989 – Present

Assist in the responsibility for the Camarillo CCC Center Projects Division. Duties include but are not limited to managing operations of four CCC work crews. Completes, processes and invoices contracts for crew work. Schedule Camarillo CCC work crews. Responsible for maintaining all tools, equipment and materials purchased. Directly supervise and evaluate 20 corpsmember Interns, indirectly supervise 65 Corpsmembers ages 18-25. Center Safety Officer includes presenting a one-hour safety class to staff and cms each month. Generate fiscal reports and distribute to the appropriate parties. Duties also include public speaking and marketing. Cover the position of Conservation Supervisor in her absence.

Anna Parker
3530 West Pomona Boulevard
Pomona, CA 91768

Education: California State University Los Angeles, 1982
Bachelor Science Business Administration Major: Accounting

Experience:
2004 – Present California Conservation Corps - Associate Governmental Program Analyst – Perform budgetary compilation and analysis of reimbursements and expenditures. Draft letters of support for grants and review of opportunities for funding. Conduct studies and prepare issue papers and responses on proposals and requests for information.

1998 – 2004 California Conservation Corps – Administrative Officer II
Supervise human resources, culinary, maintenance and business services. Prepare monthly budget projections of income and expenses. Process contractual agreements. Coordinate funding request for special repairs and equipment. Make purchases. Act as vehicle coordinator and property custodian.

1992 – 1998 Ca Institution for Men – Senior Accounting Officer Specialists
Develop the institution budget. Monitor expenditures. Identify and analyze problems related to resource allocation, personnel needs, and program requirements to access the budgetary impact. .

1991 – 1992 Youth Training School – Accountant I Supervisor
Plan, organize coordinate and direct the work of the Accounting Office. Prepare and/or review financial reconciliation's and year-end statements.

1989 – 1991 San Quentin State Prison - Accounting Officer Supervisor
Supervise accounts payable. Oversee the accounting office cashiering, staff payroll, inmate trust operations and inmate welfare fund.

1988 -1989 Southern Reception Center & Clinic–Accounting Officer Supervisor
Chief Accounting Officer in a small accounting office. Prepare Financial reconciliation's and budget reports.

1983 – 1988 Correctional Training Facility, Soledad – Accounting Officer Supervisor, Accountant I Supervisor

Camarillo, LA and Norwalk Crew Supervisor Training Record

Patrick Coyne

Hazardous Communications
Flood Fighting Methods T4T
Lead Safe Weatherization T4T (RHA)
Lead-Safe Weatherization Training (RHA)
Agency Rep. Training (Recertification)
WEER Training
Exclusionary Fencing
Anchoring Techniques
Structure Evaluation
Basic Tool/Equipment Orientation & Safety
Salmon Restoration Program fisheries
Agency Representative Training (Emergency Response)
Hazwoper Training. (Oil Spill)
SEMS (Standard Emergency Management System)
Hazwoper Training for Supervisors of Workers
Hazwoper Recertification (Oil Spill)

Frances E Crayton

ICS/SEMS
Agency Rep. Recertification Training
Camp Support Training for Trainers
Respirator Equipment Fitting and Testing
Plant Identification
Lead Person Training
Lead-Safe Weatherization
WEER Training

Christian Herrera

ICS/SEMS
Agency Rep. Recertification Training
Oil Recycling Program- Coordinator Training.

Juan M Mercado

Trails – Field Maintenance
Chainsaw Training for Trainers
Hazard Mapping
Glassy-winged Sharpshooter ID Training

Rogelio Ortiz

Hazwoper Training. (OSHA)
Chainsaw Training for Trainers

Odyssey Palacios

Fire Camp Support Training
Basic Fire Training

Supervisor Training Records continued

Kelly Plagman

Basic Trails Program
Advanced Trails
Agency Representative
Hazwoper Training. (Oil Spill)
SEMS (Standard Emergency Management System)
Agency Rep. Training (Recertification)
Hazardous Communications
Lead –Safe Weatherization T4T (RHA)
Lead-Safe Weatherization Training (RHA)
Project Management
Flood Fighting Methods T4T
Hazwoper Supervisor Training
Weatherization Energy Efficient Rehab.
Water Safety Instructor Course

John R Shishino-Cruz

Advanced Electrical skills
Intermediate Electrical Skills
Basic Electrical Skills
ICS/SEMS
Hazardous Communications
Urban Flood Training
Hazwoper Training (Oil Spill)
Agency Rep. Training (Emergency Response)
Hazwoper Recertification (Oil Spill)

Jeffrey Taylor

Chainsaw/Crosscut Saw
Agency Rep. Recertification Training
SEMS (Standard Emergency Management System)

Jibari Williams

Agency Rep. Training (Emergency. Response)
SEMS (Standard Emergency Management System)
Basic Masonry (Basic)

Quality Control Plan

a. CCC crew supervisors will monitor and review all work completed on the project on a daily basis. Customer satisfaction is a top priority for all CCC personnel.

b. If there are deficiencies on a project reported by the department or discovered by the CCC Supervisor, the CCC Project Manager or their designee will contact the department named coordinator to discuss the situation.

A deficiency could mean several things. An example may be project materials not being delivered on time. We have had to order native plants from a local vendor that took one year from the order date to propagate, grow and deliver the plants.

If the deficiencies are directly related to the work being performed by the CCC Crew, the CCC project manager will immediately contact the contracting agency to request a meeting at the project site to review deficiencies and create a plan to resolve the issues.

c. If the department complains that work has not been adequately performed and requests immediate correction, the CCC will make every possible attempt to have a crew respond back to the project site for work within two weeks of the complaint. This may include contacting other CCC locations to check the availability of their crews. The ultimate goal is to return to the project as quickly as possible, address project concerns and ultimately complete the project at the level of expectation of the department.. Customer satisfaction is a top priority for the CCC.

d. The Camarillo Center encompasses the Camarillo residential site and the LA and Norwalk non-residential satellites. Combining these three separate locations to create one Camarillo Center occurred last fiscal year (04/05). The California Conservation is mandated by legislature to respond to emergencies. According to policy, Camarillo Center is required to make one crew available for emergency response each week . Combining these locations has greatly reduced the odds for crews being pulled off projects for emergency response. Project managers will work together to strive not to disrupt department projects due to unforeseen emergency assignments.

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 12 of the RFP.

1. List all of the governmental agencies and private institutions for which your firm has provided employment of at-risk youth maintenance services during the last five years. (At least 3 Years' experience in the field must be demonstrated.) FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

GOVERNMENT AGENCIES:

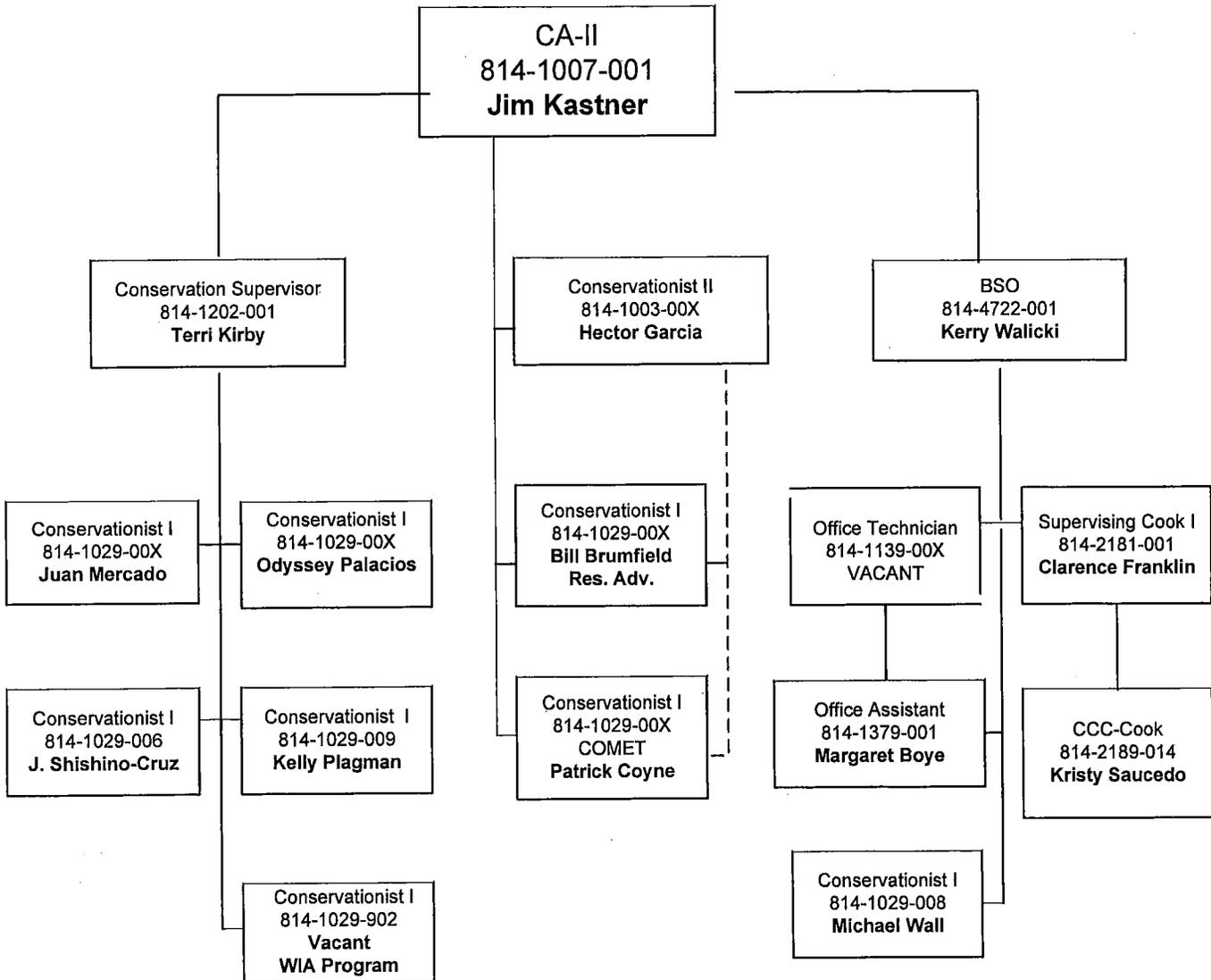
Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./ Contact person	Phone number	Description of Services
9/17/02	9/15/05	L.A. COUNTY BEACHES AND HARBORS	13837 FIJI WAY, MARINA DEL REY CA 90292	WAYNE SCHUMAKER	(310) 305-9550	Retaining wall construction, planting, non-native plant eradication, litter abatement and general maintenance
7/1/80	6/30/06	California Department of Transportation	5360 Imperial Hwy. El Segundo CA 90245	Tony Ornealas	(310) 342-6156	Brushing, weeding, planting, graffiti removal, irrigation and landscape maintenance
7/1/00	6/30/06	City of Camarillo	601 Carmen Drive Camarillo, CA 93011	Ernie Villasenor	(805) 388-5380	Landscape and building maintenance, light construction and assist on Public Works projects
07/1/97	6/30/06	Oxnard Housing Authority	435 South D Street Oxnard, CA 93030	S.D. Gonzales	(805) 355-8114	Demolition, salvation and reconstruction of low income housing
05/05/80	6/30/05	City of Los Angeles Recreation and Parks	1670 Palos Verdes Drive North Harbor City, CA 90710	Fred Dowell	(310) 548-2958	Fire hazzard reduction, trail maintenance, tree trimming, litter and weed abatement, planting and other projects as needed.

Add additional pages if necessary to list all experience with Government Agencies.

SOUTHERN DISTRICT

Proposed

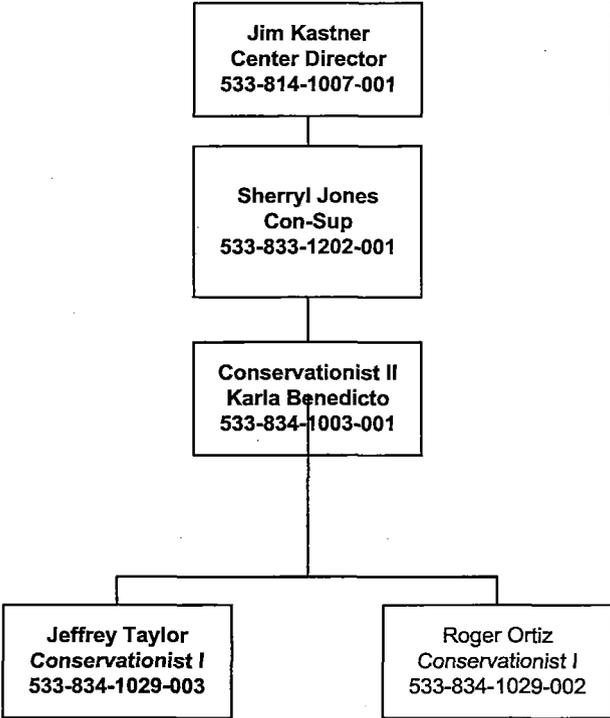
CAMARILLO CENTER



Jim Kastner

Date

Norwalk Satellite



Proposed

Current

Center Director's Signature

Los Angeles Satellite

Proposed

Current

Jim Kastner
Center Director
533-814-1007-001

Sherryl Jones
Con-Sup
533-833-1202-001

Frances Crayton
Conservationist I
533-833-1029-001

Jabari Williams
Conservationist I
533-833-1029-006

Shanda Williams
Office Assistant
533-833-1379-001

Christian Herrera
Conservationist I
533-833-1029-005

James Roe
Conservationist I
533-833-1029-007

Center Director's Signature

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer California Conservation Corps, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Sherryl C Jones
Name
[Signature]
Signature

Conservation Supervisor
Title
11/1/05
Date

County of Los Angeles
Request for local Small Business Enterprise (SBE) Preferences Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: CALIFORNIA CONSERVATION CORPS	
<input checked="" type="checkbox"/> I AM NOT	A local SBE certified by the County of Los Angeles Office of Affirmation Action Compliance as of the date of this proposal/bid's submission
<input type="checkbox"/> I AM	
<input type="checkbox"/> as an eligible local SBE, I request this proposal/bid be considered for the local SBE Preference.	
My County (WebVen) Vendor Number: 51988101	

II. **FIRM/ORGANIZATION:** The information requested below is for static purposes only. On Final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input checked="" type="checkbox"/> Other (Please Specify): State Agency						
Total Number of Employees (including owners): 1500 Statewide 100 Locally						
Race/ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owner/Partner/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			2	3	30	20
Hispanic/Latino			2	1	50	15
Asian or Pacific Islander						3
American Indian					4	1
Filipino						
White			4	3	20	17

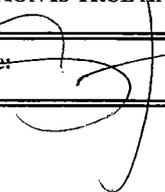
III. **PERCENTAGE OF OWNER IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed. N/A

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGE, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantage or disabled veteran owned business enterprise by a public agency, complete the following and attached a copy of your proof of certification.

Agency Name	Minority	Women	Disadvantage	Disabled Veteran	Expiration Date
N/A					

V. **DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.**

Authorized Signature: 	Title: Conservation Supervisor	Date: 11/1/05
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**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subjected to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted is expected from the Program.

Company Name: California Conservation Corps		
Company Address: 4366 S. Main Street		
City: Los Angeles	State: California	Zip Code: 90037
Telephone: (323)235-3101		
(Type of Goods or Services): Community and Environmental Enhancement. Youth employment and development.		

If you believe the jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Services Program Is Not Applicable to My Business

My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the proceeding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenue exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the proceeding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which at least 20 percent owned by a business dominant in it field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provision of the Program **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less that five days of regular pay to actual jury service for full-time employees of the business who are also California residents; or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the law of the State of California that the information stated above is true and correct.

Print Name: <i>Sherry C Jones</i>	Title: Conservationist Supervisor
Signature: <i>[Handwritten Signature]</i>	Date: November 1, 2005



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: <i>California Conservation Corps</i>			
Company Address: <i>4366 South Main Street</i>			
City: <i>Los Angeles</i>	State: <i>Ca</i>	Zip Code: <i>90037</i>	
Telephone Number: <i>(323) 235 3101</i>	Facsimile Number: <i>(323) 235 3104</i>	Email Address: <i>shjones@ccc.ca.gov</i>	
Awarding Department:		Contract Term:	
Type of Service:			
Contract Dollar Amount:		Contract Number (if any):	

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim):

- My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (attach IRS Determination Letter).
- My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

CALIFORNIA CONSERVATION CORPS

4366 South Main Street, Los Angeles, CA 90037
(323) 235-101 FAX (323) 235-3104
www.ccc.ca.gov



October 25, 2004

This letter is in reference to the "Living Wage Exemption" form (P-10) in the bid package for the Employment of at Risk Youth on Repair, Maintenance and Improvement Projects". Under the criteria listed on the form, the California Conservation Corps (CCC) does not qualify for the living wage exemption. We would like to request consideration for an exemption based on the following argument.

The California Conservation Corps is the oldest and largest conservation corps in the nation. The California Conservation Corps (CCC) is a workforce developmental program that provides educational and work opportunities to young adults between the ages of 18 and 25 to instill basic skills and work ethic. To accomplish this statutory mandate, the California Public Resources Code (Section 14000 et seq.) specifically authorizes the CCC to engage in public works projects and to furnish services to and be reimbursed by local public entities.

On September 15, 2005, our three year, "At-risk youth employment program" interagency agreement with the County Beaches and Harbors expired.

I would like to take this opportunity to provide you with current information on how the County of Los Angeles can and why it is beneficial to partner with the CCC to complete the maintenance and repair projects on county beaches, harbors and marinas. The CCC has provided L.A. County Beaches and Harbors with over 20,000 hours of service over the past three years.

Some of the benefits of using the services of the CCC are:

1. No competitive bidding is required pursuant to Government Code Section 6500 et seq., which authorizes public entities to enter into joint power agreements. (Beckwith v. County of Stanislaus (1959) (175 Cal.App.2d 40, 48);
2. California Labor Code 1720.4(a)(3) specifically exempts the CCC from paying corpsmembers state prevailing wages; and

Addressee Name

Date

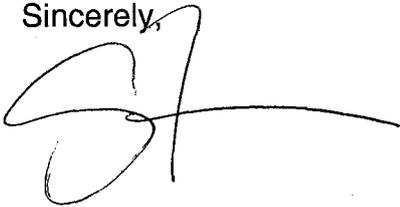
Page 2 of 2

3. California Business and Professions Code Section 7040 exempts the State from contractor licensing requirements.

Most importantly, the CCC provides an opportunity for the youth in your community to participate in a unique program that builds "character, self-esteem, and self-discipline as well as establishing a strong sense of civic responsibility and understanding of the value of a day's work for a day's wages." (Public Resources Code Section 14000(d)).

If you have any additional questions or need clarification on any of these issues, please contact Anastasia Baskerville, CCC Attorney at (916) 341-3166.

Sincerely,

A handwritten signature in black ink, appearing to be 'SJ' with a long horizontal stroke extending to the right.

Sherryl C. Jones
Conservation Supervisor/ Project Coordinator

CHARITABLE CONTRIBUTIONS CERTIFICATION

California Conservation Corps
 Company Name

4366 South Main Street Los Angeles Ca 90037
 Address

68-0298653
 Internal Revenue Service Employer Identification Number

N/A
 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Sherryl C Jones Conservation Supervisor
 Name and Title of Signer (please print)

**REQUEST FOR PROPOSALS—EMPLOYMENT OF AT-RISK YOUTH ON REPAIR, MAINTENANCE AND
IMPROVEMENT PROJECTS
OFFER TO PERFORM and PRICE PROPOSAL**

Proposer:

Name Los Angeles Conservation Corps
Address P.O. Box 15868
Los Angeles, CA 90015
Phone 213-747-1872 Fax 213-747-2944

To: Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to manage the employment of at-risk youth on various as-needed maintenance projects, to be performed from date of Board approval to June 30, 2008, and at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual corporation partnership or joint venture
 limited liability company other:

State of organization: California Principal place of business: Los Angeles

Out of state vendor's authorized agent for service of process in California:

Name _____ Address _____ Phone _____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

<u>Bruce Saito/Exec. Dir./213-747-1872</u>	<u>Phil Matero/Deputy Dir./213-747-1872</u>
Name Title Phone x305	Name Title Phone x310

Dated: October 28, 2005 Proposer's signature: 

<u>Bruce Saito/Exec. Dir./213-747-1872, x305</u>
Name Title Phone

PRICE PROPOSAL

Fill in all of the un-shaded boxes This chart will be used for a variety of purposes as follows:

- The "Hourly Wage/Staff Position" column should reflect actual hourly wages paid, which the County will use to judge whether the Proposer complies with the County Living Wage Program (Exhibit 7).
- The "Other Personnel" rows should coincide with the positions described in the Staffing Plan (Form P-2). If one hourly wage will be paid to all staff (despite different positions, i.e. Site Supervisors, Contract Representative) performing the work, please indicate this in each field per contract position. The County will use to judge whether the Proposer complies with the County Living Wage Program
- The last row ("Proposed Hourly Price") should reflect an average hourly wage rate for all staff, loaded with benefits and other direct costs, as well as proportional amounts of overhead, profit and support staff costs. This price will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected compensation for providing the services as required by Attachment A, Part 2, Statement of Work.

	HOURLY WAGE/ STAFF POSITION	AVERAGE HOURLY PROPOSED PRICE*
AT RISK YOUTH	\$	
OTHER PERSONNEL:		
1.	\$	
2.	\$	
3.	\$	
PROPOSED HOURLY PRICE*		\$

*** AVERAGE HOURLY PROPOSED PRICE SHOULD REFLECT THE AVERAGE HOURLY COST FOR ALL POSITIONS INDICATED IN THE HOURLY WAGE/STAFF POSITION COLUMN, INCLUDING BENEFIT AND OTHER DIRECT COSTS, AS WELL AS PROPORTIONAL AMOUNTS OF OVERHEAD, PROFIT AND SUPPORT STAFF COSTS.**

Please see attached.

PRICE PROPOSAL

	Hourly Wage/Staff Position	Average Hourly Proposed Price
At Risk Youth	\$ 7.25	
Other Personnel:		
1 Director	\$ 34.75	
2 Crew Supervisor	\$ 14.90	
3 Sr. Manager of Conservation Programs	\$ 25.95	
4 Project Coordinator	\$ 19.25	
5 Supervisor/Instructor	\$ 22.50	
Proposed Hourly Price:		\$ 18.43

STAFFING PLAN

1. **STAFFING PLAN:** Provide the requested information about principals, key employees and subcontractors. Attach each person's resume.

Name	Relationship to Proposer	Job Title	Responsibilities

See attached.

2. **SUPERVISORS:** List staff to would be assigned supervisory positions relevant to performance of the work upon award of this contract:

Name	Title	Specialty/Trade
Monica Acosta	Crew Supervisor	Horticulture/habitat restoration
William Ordonez	Project Coordinator	Irrigation & landscape construction
Frank Vuoso	Supervisor/Instructor	General construction
Fernando Hernandez	Crew Supervisor	Irrigation & landscape construction

STAFFING PLAN

Name	Relationship to Proposer	Job Title	Responsibilities
Daniel Knapp	employee	Division Director	Dan will ensure that the general requirements of the Statement of Work are met and guarantee that the quality of work meets the standards of the Department.
Giancarlo Cetrulo	employee	SEA Lab Director	Gian will direct personnel to provide services as outlined in the Department's Statement of Work. He will comply with the Quality Control Plan as incorporated in the Contract and accurately report all hourly services.
Monica Acosta	employee	Crew Supervisor	Monica will directly supervise the crews of at-risk youth assigned to perform services as outlined in the Department's Statement of Work.
Bo Savage	employee	Director of Conservation Programs	Bo will direct Department work projects on an as-needed basis
Robert Skillman	employee	Sr. Manager of Conservation Programs	Robert will manage Department work projects on an as-needed basis
Teague Weybright	employee	Sr. Manager of Conservation Programs	Teague will manage Department work projects on an as-needed basis
William Ordoñez	employee	Project Coordinator	William will coordinate projects on an as-needed basis
Alex Lopez	employee	Project Coordinator	Alex will coordinate projects on an as-needed basis
Frank Vuoso	employee	Supervisor/Instructor	Frank will supervise crews of at-risk youth on Department work projects on an as-needed basis
Fernando Hernandez	employee	Crew Supervisor	Fernando will supervise crews of at-risk youth on Department work projects on an as-needed basis

Daniel J. Knapp
16052 Warren Lane
Huntington Beach, CA 92649
dknapp@lacorps.org

SUMMARY

Accomplished, highly motivated professional with 10 years of experience organizing and administering environmental and human services in the non-profit sector. Demonstrated ability to effectively develop and implement complex programs and services using organizational, writing, and interpersonal skills. Particularly strong leadership skills, with a proven track record of consistently achieving committed objectives.

PROFESSIONAL EXPERIENCE

LOS ANGELES CONSERVATION CORPS (Los Angeles, CA) 2001-Present

Division Director

Responsible for the administration of one half the LACC programs and operations. Duties include program, departmental, and division budget development and management, direct supervision of four program directors, develop and manage private and governmental contracts, grant writing, agency marketing and representation, contract negotiations and contract compliance.

- Develop and manage a multi-million dollar budget (approximately \$8.5 million) for the largest non-profit conservation corps in the nation
- Directly supervise four directors and responsible for 55 employees and 150 program participants
- Develop agency programs and projects
- Interface with governmental officials and represent the agency with program sponsors
- Represent Division and Department during annual and periodic financial and compliance audits
- Chairperson of the LACC's SEA Lab (Redondo Beach Marine Science Education Center) Advisory Board Subcommittee

LOS ANGELES CONSERVATION CORPS (Los Angeles, CA) 1998-2001

Environmental Programs Director

Oversaw and managed the LACC's Environmental Programs Department. Duties included budget development and management (\$2.1 million), staff supervision, managed private and governmental contracts, grant writing, delivered program presentations and workshops, program and partner development, and project coordination.

- Helped secure and develop the nation's largest conservation corps contract to date
- Consistently stayed within or under departmental budget
- Developed long term contracts and relationships with local land Conservancies e.g. Catalina Island Conservancy, Palos Verdes Peninsula Conservancy, the Rivers and Mountains Conservancy
- Hired, trained, and retained an extremely effective staff
- Directly Supervised five staff and responsible for 20 employees and 70 program participants

LOS ANGELES CONSERVATION CORPS (Los Angeles, CA) 1997-1998

Environmental Education Programs Manager

Managed the LACC's Environmental Education Program. Duties included curriculum development, staff supervision, grant writing, academic documentation and reporting, ensured compliance of curriculum with state standards and guidelines, budget development and management, lead teacher in-services.

- Program awarded the North American Association for Environmental Education Award
- Program awarded the National Environmental Education and Training Foundation Award
- Program awarded ATT National Environmental Stewardship Award
- Program awarded National Wildlife Federation Outstanding Program Award
- Directly supervised five staff and responsible for 30 program participants

LOS ANGELES CONSERVATION CORPS (Los Angeles, CA) 1996-1997

Environmental Studies Instructor

Instructed students ages 18 to 23 in the fundamentals of environmental science and related subject matter. Duties included classroom instruction, curriculum development, environmental presentations, staff workshops, project coordination, field analysis, report and grant writing, and academic counseling.

- Helped develop and implement an award winning environmental education program and curriculum

GOLDEN RAIN FOUNDATION (LEISURE WORLD) (Seal Beach, CA) 1990-1996

Aquatics Manager

Managed all aspects of aquatic and athletic facilities. Duties included hiring staff, planning work schedules, assuring facilities were maintained, and used safely, worked and communicated with County Health Department.

- Composed Aquatics Facility Safety Manual and Aquatics Facility Maintenance Manual.
- Worked and interacted with hundreds of individuals on a daily basis.

EDUCATION

California State University, Long Beach: Long Beach, CA
M.A. – Geography, emphasis Resource Management GPA: 4.0 (1994)

California State University, Long Beach: Long Beach, CA
B.A. – Geography (1987)

PROFESSIONAL AND ACADEMIC AWARDS AND ACCOMPLISHMENTS

- Board member of the San Bernardino National Forest Association
- Member of the SEA Lab Advisory Board
- International Society of Arboriculture (ISA) Certified Arborist # WE-6295A
- Member of Phi Kappa Phi Honor Society
- Recipient of a National Scholastic Surfing Association Scholarship
- North American Association for Environmental Education
- Association of American Geographers

Giancarlo Cetrulo

Education

MASTER OF ARTS, MARINE SCIENCE, UNIVERSITY OF NORTH CAROLINA-CHAPEL HILL Emphasis in Marine Ecology. October 1998
Activated Chemical Defenses in Tropical Versus Temperate Seaweeds Marine Ecology Progress Series Vol. 207:243-253. 2000

BACHELOR OF ARTS, ENVIRONMENTAL STUDIES, UNIVERSITY OF CALIFORNIA-SANTA BARBARA Emphasis in Natural Sciences.
March 1995 with Honors. GPA= 3.7/4.0

Senior thesis evaluated the effectiveness of the Los Marineros program in changing environmental attitudes and levels of participation

BACHELOR OF SCIENCE, BIOLOGY, UNIVERSITY OF CALIFORNIA-SANTA BARBARA Emphasis Ecology and Evolution. March 1995.
GPA= 3.6/4.0

Employment History

S.E.A. LABORATORY, Redondo Beach

Director: September 2001-Present

Implemented all currently operating programs, including scientific research, education, exhibits, marketing, and development. Created SEA Lab Advisory Board with the charge of long-term partnerships and sponsorships with local businesses, government agencies, and community organizations. Coordinated SEA Lab activities with partner organizations and local governments. Directly responsible for facilities maintenance, personnel management, and financial affairs. Highly involved with staff and volunteer development. Integral contributor to numerous successful grants.

Education Coordinator:

November 1998-September 2001

Designed marine education program. Recruited, trained and supervised college and high school age employees, enabling them to become proficient in marine biology and teaching methodologies. Networked with various businesses and environmental organizations to enhance public awareness and improve the education program.

UNIVERSITY OF NORTH CAROLINA, Chapel Hill

July 1996-August 1998

Graduate Student:

Proposed, designed, and carried out independent research on the chemical defenses of marine algae. Wrote numerous grants, gave formal presentations, and became familiar with marine-related environmental issues. Taught two college-level classes of biology to freshmen and sophomores.

TALENT IDENTIFICATION PROGRAM, Duke University

June 1998-July 1998

Instructor:

Taught field-intensive behavioral ecology course to 8- 10th grade students. Aided in experimental design, organized field trips, and stimulated learning with hands-on, interactive lessons.

Other Experience

REDONDO BEACH LEADERSHIP ORGANIZATION, Redondo Beach

November 2002 to present

Project Leader: Elected by my peers to lead our community organization for the next year to its goal of increasing recycling among local businesses 30% by December 2004.

REDONDO BLUFFS COASTAL RESTORATION, Redondo Beach

October 2001 to Present

Board Member: Collaborating with several local and county agencies to remove non-native vegetation and replace with native coastal shrubs using local volunteers and young people from disadvantaged communities

KEY TO THE SEA ADVISORY BOARD, Los Angeles

January 1998 to Present

Board Member: Collaborated with local marine educators to create curricula and oversee workshops for K-5th grade teachers.

ENVIRONMENTAL CHARTER H.S. AND LAWNSDALE H.S., Los Angeles

July 2001 to Present

Marine Science Advisor: Collaborated with faculty to integrate marine science programs with their science, math and English curricula.

- Education** **June 2002, Cal Poly Pomona ~ Pomona, CA**
Bachelor of Science Degree in Agronomy with minors in Botany & Regenerative Studies
- Dean's Outstanding Student Award 1999 for Regenerative Studies.
- Experience**
- Los Angeles Conservation Corps. ~ Redondo Beach, CA**
August 2004 to Present
Crew Supervisor
- Manage the native plant nursery at the SEA lab.
 - Oversee all propagation and out plantings for the Beach Bluffs Restoration Project.
 - Project coordination.
 - Establish relationships with other organizations in the field of restoration (such as Ballona Wetlands, Friends of Madrona Marsh and Rancho Palos Verdes Land Conservancy) through seed exchange, workshop exchange, and propagation.
 - Responsible for the recruitment, training, and mentoring of young adults in the area of tool safety, identification of California native plants, care and maintenance of nursery stock and various propagation methods.
 - Budget reporting.
- Rancho Santa Ana Botanic Garden ~ Claremont, CA**
May 2000 to February 2003, August 2003 to present
Nursery Assistant
- Volunteer coordinator for the nursery.
 - Supervise and assign projects to interns and volunteers.
 - Identification, Propagation and site preparation for Los Angeles National Forest, Mitsubishi Cement Corporation, and Ventura Marsh Milkvetch restoration and re-vegetation projects through Rancho Santa Ana Botanic Garden.
 - Record keeping of special projects.
 - Care and maintenance of nursery stock and special collections.
- Tierra Miguel Foundation ~ Pauma Valley, CA**
November 2002 to July 2003
Farming Assistant
- Supervised field crew
 - Implemented proper shipping procedures
 - Assisted in the organization of Farmer for a Day and other special events.
- Center for Regenerative Studies, Cal Poly ~ Pomona, CA**
January 1998 to December 1999
Student Assistant
- Assisted in the design and maintenance of vegetable crops in student garden.
 - Conducted tours of the center and the surrounding landscape.
 - Assisted in the organization of special events such as Earth Day.
- Awards received** Recipient of 1998 J. Paul Getty Multicultural Undergraduate Internship program, recipient of 2001 California Association of Nurserymen scholarship, recipient of 2000 and 2001 Cal Poly College of Agriculture Scholarship.
- Special Skills** Fluent in Spanish, extensive knowledge in the identification of California native plants, tractor experience, general proficiency in Microsoft Word and Excel.

781 W. 7th Street
Claremont, CA, 91711

(909) 447-6431

Thomas B. Savage Jr.

Experience

July 1999-Present **Los Angeles Conservation Corps**
Director of Conservation Programs

Directly manage a budget of over \$7.0 million in a community based work/learn program for young adults.

Design and develop various work/learn projects to generate revenue for the organization and enhance the knowledge of the program participants.

Specifically manage 2 grants involving the training of disenfranchised adults in hazwaste removal, lead abatement, and asbestos abatement. Both grants also train participants in basic construction skills and environmental technologies classes.

Work in conjunction with management staff to formulate policies and set the direction of the organization.

Manage a staff of 5 and indirectly manage a participant list of 90 on the implementation of various work projects and youth development projects. Work projects include the implementation of large scale urban tree planting projects, minor construction projects, trail building, graffiti removal.

Direct the operations of the L.A. Conservation Corps Main Street site and the LACC's Hammel site

August 1994-July 1999 **Los Angeles Conservation Corps**
Project Coordinator

Coordinated various projects for work crews from large-scale graffiti removal projects to planting trees.

Developed, designed and implemented projects for urban and natural lands beautification.

Managed a staff of 3 and indirectly managed 50 part-time employees.

Coordinated youth development work/learn program.

February 1992-August 1994 **Los Angeles Conservation Corps**
Team Leader-Clean and Green

Worked in an award winning youth development program as a mentor and leader.

Developed and implemented environmental field studies program for program participants.

Lead environmental work project for a crew of 14 middle school students.

Education

1988-1991 California State University, Long Beach
B.A., Recreation and Leisure Studies.

Emphasis, Outdoor Recreation

1986-1988 State University New York, Stony Brook

Interests

Climbing, Hiking, Swimming, Reading

EMPLOYMENT HISTORY:

6-1-01 to Present

Los Angeles Conservation Corps
2824 S. Main Street
Los Angeles, CA 90007
Job Title: **Program Manager**

Job Description: The Los Angeles Conservation Corps (LACC) is a private non-profit corporation that hires middle students and young adults ages 18-23 to perform community improvements and conservation work while participating in personal, career and educational development programs. LACC participants build trails, plant trees, abates graffiti/litter, make improvements to parks, day care centers, and local housing. As well as, provide recycling education/collection services to the greater Los Angeles area.

As a program Manager I reported to the Environmental Service Director and supervised two to three Project Coordinators and three to four Crew Supervisor who oversee 40 to 60 participants. I'm responsible for managing various LACC work contracts/grants, implementing them, and monitoring their progress. In addition, I'm responsible for monitoring the progress of the corpmembers and their experiences on the projects.

5-1-00 to 6-1-01

Los Angeles Conservation Corps
2824 S. Main Street
Los Angeles, CA 90007
Job Title: **RACLA Coordinator**

Job Description: The Los Angeles Conservation Corps' Recycling Across Los Angeles (RACLA) is a certified program collection glass, aluminum and plastic beverage containers, office paper, cardboard, mental and newspaper from local business, bars, restaurants and schools across Los Angeles County. RACLA corpmembers educate festival-goers and special event attendees as well as members of the general public to go beyond recycling and conserve natural resources at the source through reducing and reusing.

As the RACLA Coordinator I reported to the Program Manager and supervised two-three Crew Supervisors. I was responsible for the operations of LACC recycling programs, developing work projects and the program component of various grants, as well as coordination of corpmember recruitment and selection functions.

11-1-99 to 5-1-00

LACC Clean & Green Youth Program
1403 S. Union Ave
Los Angeles, CA 90015
Job Title: **Team Leader**

Job Description: LACC Clean & Green Program provides employment, leadership and service opportunities to young people in middle and high schools across the City of Los Angeles. The program operates in all 15 city council districts and employees over 2, 000 young people annually. The young people are paid to perform street and park beautification projects throughout the City and they voluntarily participate in field studies that teach them the important environmental issues.

As a Clean & Green Team Leader I reported to a Regional Coordinator. My responsibilities included supervision, work project coordination, recruitment, education support, and other leadership duties for a team of 8-10 program participants ages 13-16. The teams' work includes but not limited to community clean ups and beautification projects performed in conjunction with team members education and leadership development and the promotion of productive work and life skills.

EDUCATION:

San Diego State University
Major: Political Science
Minor: History
Degree: Bachelor in Arts (December 1998)

College of the Canyons
Major: Political Science
Degree: Associate in Arts (May 1995)

ACCOMPLISHMENTS:

3.92 GPA in Major, 3.59 cumulative GPA

TEAGUE T. WEYBRIGHT

1433 Franklin St., #1 Santa Monica, CA 90404 (310) 315-0430 tweybright@lacorps.org

OBJECTIVE: To continue serving the Youth and Young Adults of Los Angeles through environmental conservation programs with the Los Angeles Conservation Corps

QUALIFICATIONS

- 3 ½ years coordination of various environmental conservation projects throughout Los Angeles, including tree plantings, alley conversions, and community and school gardens.
- Strong oral and written communication skills, budget design and monitoring, program development, and computer friendly.
- Class B Drivers License
- CPR, First Aid, and Community Emergency Response Team Certification through LAFD
- National Board Member for the American Community Garden Association
- Two years as Natural Resource Volunteer in West Africa, providing training to community members and new Peace Corps Volunteers
- Marathon runner

RELATED WORK HISTORY

- Los Angeles Conservation Corps March 2001 to Present
East Los Angeles, CA
Senior Manager. Working with inner-city youths and young adults in an environmental conservation job-training program. Provide direction and organization of work activities, including community gardens, school gardens, and alley conversion, which included forming relationships and working with city and state officials, as well as private land owners to provide sustainable and eco-friendly projects. Assisted in the development of program budgets and new work projects. Responsible for monthly vehicle appropriations and working with Hammel Coordinators to ensure projects are completed successfully and in a timely manner. Manager of LADWP's TFGLA Program, which includes the Griffith Park Nursery and the Residential Tree Workshops.
- George C. Page Museum May 2000 to March 2001
Los Angeles, CA
Outreach Instructor. Responsible for designing and implementing educational programs for K-12 schools around Los Angeles. Subjects centered on environmental issues of today and yesterday, including habitat, predation, environmental changes, and human impact. Developed custom programs for middle school GATE Programs, staying within state standards and budget.
- U.S. Peace Corps July 1998 to August 2000
Banjul, The Gambia, West Africa
Natural Resource Volunteer. Developed community training area consisting of multiple uses for trees, including live fencing, orchards and firebreaks. Performed impact assessments for previous and future conservation projects, including field surveys and reports. Planned and led workshops in nursery management, bee keeping, and gardening for community members, in conjunction with local agencies. Developed new sports and animal husbandry programs for local schools. Assisted in development and implementation of training programs for new Peace Corps Volunteers.

EDUCATION

- Indiana University Bloomington, Indiana
Bachelor of Science Degree in Biology, May 1996

RELATED EXPERIENCE, AWARDS AND ACCOMPLISHMENTS

- Deans List – Indiana University
- Academic All Big Ten Baseball
- President of The Gambia Student Scholarship Fund, providing educational opportunities to women
- PR of 2:56 in 2002 Long Beach Marathon
- Independent Hippo study in Niokola Koba National Park, Senegal, West Africa

P. WILLIAM ORDONEZ

132 ½ S. MAPLE AVENUE
MONTEBELLO, CA 90640
(323) 726-9908
WORDONEZ@LACORPS.ORG

OBJECTIVE

To obtain a position with an organization that can benefit from experience and expertise in the areas of public works and community development project management.

EXPERIENCE

May, 2000–present *Los Angeles Conservation Corps* Los Angeles, CA

Project Coordinator

- Coordinate and schedule crews
- Review and maintain expenses within establish project budgets up to \$2MM
- Key member to the “First 5” Project which included the building or re-building of 19 playgrounds within the southeast Los Angeles corridor
- Train supervisors and crew members on proper equipment usage
- Enlist services and negotiate with various contractors and sub-contractors
- Review and follow applicable blueprints; consulting with architects, plan engineers
- Make presentations to various city council members and community committees
- Establish and maintain relationships with various public works department, community development departments and other local agencies
- Represent and uphold LACC mission statement by serving as mentor and trainer to young adult employment program

Crew Supervisor

- Supervised all daily crew assignments
- Implement work projects such LEAP (LACC Environmental Awareness Program) which involved trail construction, tree planting and minor construction
- Provided written reports on project completion
- Issued written evaluations to crewmembers including recommendation for any disciplinary action

September, 1998 – April, 2000 *Marinus, Inc.*

Long Beach, CA

Dive/assistant Laboratory Manager

- Dive an average of 3 days per week, collecting sea life used in cancer

Alex Lopez

Objective: Working and training youth on conservation, recycling, community beautification projects as well as to help build there self esteem.

Experience: **2002-Present Los Angeles Conservation Corps Los Angeles, CA**
Project Coordinator

- Train and educate young people as well as staff on proper tree planting techniques, tree care, tree pruning, quality control, tree identification, small power equipment and safety.
- Coordinate technical projects such as landscaping, irrigation installation, small carpentry projects, trail construction, recycling at major venues, brush clearance and major litter abatement projects.
- Provide monthly reports; manage corpsmember and staff hours, weekly reports and quarterly reports.

1998-2002 Metal Fabrication Enterprise Avenal, CA
Production Coordinator

- Created a recycling program for the scrapped aluminum and metal raw materials.
- Trained all new employees on recycling methods, customer expectations and team building exercises.
- Trained employees on proper tool use and safety procedures that meet Cal Osha standards.

1994-1997 Los Angeles Conservation Corps Los Angeles, CA
Crew Supervisor

- Supervised and trained up to 14 corpsmembers ages 18-24 on proper tool use, tool safety, teambuilding, landscaping, brush clearance, graffiti removal, irrigation installation, trail maintenance, recycling education and community beautification projects.
- Worked on Emergency Response Teams for emergency flood response, Malibu Fires Support and the Northridge Earthquake.
- Responsibilities included payroll distribution, dailies, timesheets, monthly reports and weekly reports.

Education: **1995-Present East Los Angeles College Monterey Park, CA**

- Completed 28 units, General Education
- Majoring in Fire Technology

2005-Present American Red Cross Los Angeles, CA

- CPR and First Aid Certified

2005-Present Ted Stamen Arborist Preparation La Brea, CA

- Completed 30 Hours in Arborist's and Tree Workers Certification Preparation Courser

1989-1991 James A. Garfield High School Los Angeles, CA

- Graduated and obtained High School Diploma

FRANK VUOSO

3029 11th Avenue Los Angeles, CA 90018 Home Phone (323) 732-7358

Professional Objective: To obtain a position in the construction field providing quality training and instruction to journeymen working in the construction industry.

EXPERIENCE

Los Angeles Conservation Corps (Venice, CA) 2005-present
Youthbuild Instructor

- Responsible for the training and supervision of 8-10 young adults
- Directed construction activities and reviewed work performed by crew members
- Prepared lesson plans for construction training and education
- Coordinated training activities that met the Youthbuild program goals and objectives

Frank Vuoso Construction 1995-2005
General Contractor/Owner

- Managed general construction building projects including new and remodels
- Performed Concrete and Masonry work
- Prepared architectural drawings
- Performed framing, electrical and plumbing work
- Negotiated permits with Department of Building and Safety

Malibu Pacific Tennis Courts 1980-1995
Laborer/Cement Finisher/Block Mason

- Responsible the setting, layout and tying of rebar for concrete slabs and retaining walls
- Ensured proper compaction of sub grade
- Established foundation and dimensions of tennis courts to ensure proper drainage
- Worked along with Deputy Inspectors to ensure the project was in compliance

EDUCATION

Sylmar High School Graduated 1976
General Studies

University of Southern California 1976-1978
Undergraduate courses studies in Geology

LICENSES/CERTIFICATIONS

General Contractor's B License- State of California
Certified since 1995 (License number 659549)

FERNANDO HERNANDEZ

**4636 E. 4TH ST
Los Angeles, California 90022
(323) 981-0214**

OBJECTIVE: Continuing Environmental Conservation Projects in the greater Los Angeles area.

SKILLS: Bilingual, (English and Spanish) ability to build and do heavy duty reconstruction of trails with rocks. Knowledge of construction of boardwalks. Able to handle and maintenance hand tools and power tools. Class B Drivers License.

RELATED WORK EXPERIENCE

- **Los Angeles Conservation Corps** May 2005 – Present
Crew Supervisor
Responsible for the development of work, education and life skills for a crew of at-risk young adults. Work projects involve irrigation, concrete work, landscaping, campus beautification, recycling education, trail maintenance and small construction projects. Supervisor is responsible for securing loads on large vehicles, ensuring crew follows safety procedures, and provides daily reports on work progress. Additional duties include meeting with project sponsors and inspectors at work sites, providing training for participants on proper use of tools, crisis and dispute intervention, and attending staff meetings.
- **Suburban Water Systems** April 2003 – May 2005
Utility-1
Responsible for driving a company truck. Repair water mains, services, fire hydrants, valves and houseline services. Is on call every six weeks and is responsible for any emergencies in the system during the on call period. Have knowledge for handling power tools and hand tools. Also maintains knowledge on safety and traffic control.
- **California Environmental Project** August 1993 – September 2003
Supervisor
Responsible for driving restoration crews out to National Park, National Forest, BLM, and Wild Life Refugees, throughout California, Oregon, and Nevada.
Forest Information Van Manager
Responsible for driving US Government Van to National Forest sites, to set up information booth. Conduct presentations to local school about the environment.
- **Los Angeles Conservation Corps** September 1992 – August 1993
Corpsmember-Urban Greening Specialist
Installed sprinkler systems, landscaping, tree and flower planting. Built sidewalks and worked with bricks.
- **California Conservation Corps, Inyo, National Forest** April 1992 – September 1992
Corpsmember
Worked with backcountry trails, build rock walls, water bars, elevated trails, and rock stairs. Worked closely to set up explosives.
- **Los Angeles Conservation Corps, Los Angeles, California** August 1991 – April 1992
Assistant Crew Leader
Community recycling education, trail maintenance, landscaping, brush clearance, graffiti removal, and canyon clean up. Assisted supervisor with any additional paper work.

EDUCATION: Manual Arts High School - Los Angeles, California

3. STATEMENT OF LEVEL OF RELEVANT EXPERIENCE.

Please elaborate on the following with respect to the proposed staffing plan relative to the Scope of Work identified in the RFP;

- How the experience of Proposer's staff is specifically related to the services described in Attachment 1, Sample Contract, Part Two, Statement of Work;
- What level of staff the Proposer would be equipped to assign on an as-needed basis to provide the various kinds of services listed in Attachment 1, Sample Contract, Part Two, Statement of Work;

Please see attached.

4. ADDITIONAL INFORMATION (Attach pages if necessary):



3. Statement of Level of Relevant Experience.

Please elaborate on the following with respect to the proposed staffing plan relative to the Scope of Work identified in the RFP;

- *How the experience of Proposer's staff is specifically related to the services described in Attachment 1, Sample Contract, Part Two, Statement of Work;*
The experience of the primary staff to be assigned to this project follows.

Dan Knapp, Young Adult Corps Division Director, oversees and directs LACC's Conservation Programs including environmental education, recycling services, habitat restoration and urban forestry projects. Dan has his BA and MA in Geography and is an ISA-certified arborist. Relevant work experience includes two years of experience teaching environmental science to at-risk youth and eight years of experience in project coordination, management and implementation of projects, including participation in the development and implementation of the Los Angeles Department of Water & Power's Trees for A Green LA program and Cool Schools Years I and II projects. Dan is currently responsible for over \$8 million in project funds. He will ensure that the general requirements of the Statement of Work are met and guarantee that the quality of work meets the standards of the Department.

Giancarlo Cetrulo, SEA Lab Director, will be directly responsible for the repair, maintenance and improvement projects assigned to LACC's at-risk youth by the Department of Beaches & Harbors. He has worked with the Los Angeles Conservation Corps since November 1998 and has one bachelor's degree in Environmental Studies and another in Biology, both from the University of California, Santa Barbara. Gian continued his studies at the University of North Carolina at Chapel Hill and was awarded a master's in Marine Science. He has six years of experience in implementing and supervising a variety of education and community improvement programs and his commitment to the environment extends beyond his job—to his current participation with the Leadership Redondo community service organization, his role as an Adopt-a-Beach captain and, of course, a love of the ocean—Gian is an avid scuba diver and a certified small boat operator. Since joining the SEA Lab team, Gian has expanded the education program, implemented a conservation outreach team and extended the reach of the volunteer program. He has been instrumental in creating partnerships with other local marine science groups and environmental educators. Gian will direct personnel to provide services as outlined in the Department's Statement of Work. He will comply with the Quality Control Plan as incorporated in the Contract and accurately report all hourly services.

Monica Acosta, Crew Supervisor, will supervise the crews of at-risk youth assigned to perform repair, maintenance and improvement projects by the Department of Beaches & Harbors. In addition to crew supervision, Monica manages the native plant nursery at the SEA Lab and oversees all propagation and out plantings for the Lab's Beach Bluffs'

Restoration Project. She coordinates projects and establishes relationships with other organizations in the fields of restoration through seed exchange, workshop exchange and propagation. Monica received a bachelor's degree in agronomy with minors in botany and regenerative studies from Cal Poly Pomona. She will directly supervise the crews of at-risk youth assigned to perform services as outlined in the Department's Statement of Work.

- *What level of staff the Proposer would be equipped to assign on an as-needed basis to provide the various kinds of services listed in Attachment 1, Sample Contract, Part Two, Statement of Work;*

The following staff would be assigned on an as-needed basis to provide the various kinds of services outlined in the Statement of Work.

Bo Savage, Director of Conservation Programs, will provide project oversight for the Los Angeles County Beaches & Harbors' Employment of At-Risk Youth on Repair, Maintenance and Improvement Projects. Bo has a Bachelor's Degree in Recreation Management from California State University, Long Beach and has been working at the LACC for 13 years. Bo began his career as a Team Leader in LACC's Clean & Green program where he supervised crews of junior high school students as they completed environmental education and community beautification projects. Bo's responsibilities have increased as he promoted into project coordination, management and director positions. Currently, Bo manages over \$7 million in work contracts that include our \$1.8 million Department of Conservation Local Community Conservation Corps grant. Bo works with a variety of City agencies, including the Community Development Department, Operation Clean Sweep, Recreation and Parks and the Bureau of Sanitation.

Robert Skillman, Sr. Manager of Conservation Programs, is responsible for a variety of LACC work contracts and grants. In this role, he develops, implements and monitors the progress of multiple projects including LACC's Department of Conservation Local Community Conservation Corps grant. Robert manages the day-to-day collections of recycled materials from local business, bars/restaurants, schools and multi-residence recycling accounts and public events. Mr. Skillman has developed and implemented outreach programs designed to educate school children, festival-goers, special event attendees and members of the general public. These programs and services are designed to go beyond recycling by targeting the conservation of natural resources at the source through reducing and reusing. Robert received a Bachelor's Degree in Political Science at San Diego State University.

Teague Weybright, Sr. Manager of Conservation Programs, is responsible for setting up the logistics, materials and personnel resources needed for projects. He coordinates and oversees crew activities and interfaces with sponsors, community members and volunteers, ensuring that project materials are procured in a timely manner and that all necessary resources reach the project site. Teague has over 15 years of youth development experience described on the attached resume. As a Natural Resource Volunteer with the Peace Corps in West Africa, Teague organized and implemented

environmental clubs and school and community gardens. Teague received a bachelor's degree in biology from Indiana University.

William Ordoñez, Project Coordinator, coordinates and schedules crews to fulfill project requirements. He reviews and maintains expenses with established project budgets and reports work progress to project funders. William was a key member of LACC's First 5 project team, which built 19 playgrounds in the southeast area of Los Angeles. He works closely with contractors and subcontractors and establishes and maintains close relationships with various governmental agencies and departments. William has over five years of experience in landscape construction and irrigation installation working with LACC's at-risk youth, first as a crew supervisor and now as a project coordinator. He attended Santa Monica College, is CPR and First Aid Certified and holds a PADI Dive Master Certification.

Alex Lopez, Project Coordinator, coordinates the technical aspects of projects including landscaping, irrigation installation, small carpentry projects, trail construction, recycling at major venues, brush clearance and major litter abatement projects. He manages corpsmember and supervisor hours to fulfill project requirements and prepares weekly and monthly reports for funders. Alex is charged with training and educating corpsmembers about proper tree planting techniques; tree care, pruning and identification; small power equipment and safety and quality control procedures. He began at the LACC as a crew supervisor. Alex is CPR and First Aid Certified and is currently majoring in Fire Technology at East Los Angeles College.

Frank Vuoso, Youthbuild Instructor/Supervisor, is responsible for the training and supervision of LACC's Youthbuild crew. The Youthbuild program provides economically disadvantaged young adults with opportunities to obtain education, employment skills and meaningful on-site work experience and to expand the supply of affordable housing for homeless and low- and very low-income persons. Frank directs the construction activities performed by Youthbuild corpsmembers and reviews their work. He instructs them in proper construction techniques and coordinates their training activities to meet the Youthbuild program's goals and objectives. Frank holds a General Contractor's B License and has been certified since 1995 (License #: 659549).

Fernando Hernandez, Crew Supervisor, is responsible for the development of work, educational and life skills for crews of at-risk youth at LACC. He has supervised work projects ranging from irrigation and concrete work to recycling education and small construction projects. He is responsible for ensuring that his crew follows proper safety procedures and providing daily reports on work progress. Additionally, he meets with project sponsors and inspectors at work sites and provides training for participants on proper tool usage and safety procedures. Fernando has extensive experience in trail and landscape construction and habitat restoration. He served as a corpsmember at both the Los Angeles Conservation Corps and the California Conservation Corps.

QUALITY CONTROL PLAN

- a. Who will supervise and review the work done by the at-risk youth?
- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
- d. How will you cover unexpected absences?
- e. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

Please see attached.

QUALITY CONTROL PLAN

a. Who will supervise and review the work done by the at-risk youth?

Crews of 5-12 corpsmembers are supervised by professional crew supervisors, who are responsible for the crews' daily performance as it relates to the specific project's goals and objectives. The crew supervisor is the on-the-grade point person for the LACC and reports to a project coordinator, who is responsible for working with the project sponsor to determine the project's goals and objectives and then communicating those to the crew supervisor.

b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

After communicating with Department staff, the LACC Project Coordinator assigned to the project will personally inspect the crew's work and investigate the Department's concerns. Within a 24-hour period, the project coordinator will correct the deficiency. In an effort to expedite the process and correct the deficiency in a timely manner, a possible solution includes the re-allocation of other crews and staff at no additional cost to the Department.

c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

As indicated above, LACC staff will respond to all concerns within a 24-hour period.

d. How will you cover unexpected absences?

LACC is the largest nonprofit conservation corps in the nation. We currently employ 130 full-time staff and over 300 students and corpsmembers. This large labor force allows for easy re-allocation of crews both geographically and by project.

e. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

All plans are project specific and are dependent on the scope of work and project/program specifications.

GOVERNMENT AGENCIES:

Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./ Contact Person	Phone Number	Description of Services
1987	in progress	California Department of Conservation Division of Recycling	801 K St., MS 17-01 Sacramento, CA 95814 4319 E. Slauson Ave. Maywood, CA 90270 P.O. Box 54153 Los Angeles, CA 90054	Laurie Kikumoto El Aherns	916-324-1237 323-562-5712	litter abatement and recycling services and education landscape maintenance services
May-05	in progress	City of Maywood Metropolitan Water District		Richard Arroyo	213-217-7613	brush, invasive plant and fuel reduction services weed abatement, storm drain and flood control channel clearance, invasive plant removal, trail construction and maintenance, general landscaping, park and open space maintenance and recycling services
April-04	in progress					
Jul-03	in progress	Rancho Palos Verdes	Department of Public Works 30940 Hawthorne Blvd. Rancho Palos Verdes, CA 90274	Lauren Ramezani	310-544-5245	
1989	in progress	City of Los Angeles	Office of Community Beautification 200 N. Spring St., #356 Los Angeles, CA 90012	Paul Racs	213-978-0229	graffiti removal
Jul-97	Jun-05	Regional Park & Open Space District	510 S. Vermont Ave., Suite 230 Los Angeles, CA 90020	Victor Dowbusz/ Phyllis Cunningham	213-738-3005	tree planting, trail construction and park improvements
Oct-03	in progress	California Coastal Conservancy	1330 Broadway, 11th Floor Oakland, CA 94612 20500 Madrona Ave. Torrance, CA 90503	Marc Beyeler	510-286-4172	bluff restoration and native plant nursery operations
Aug-02	in progress	City of Torrance	320 Knob Hill and 531 N. Gertruda Ave. Redondo Beach, CA 90277	Alison Sherman	310-781-6916 310-318-0610 310-318-0686, x4153	recycling services in parks and at special events park construction and recycling services
Apr-03	in progress	City of Redondo Beach	1327 Foothill Blvd. La Canada, CA 91011	Paula Matusa/ Grace Huizar		trail construction and maintenance
Jul-04	Jun-05	City of La Canada/Flintridge		Lee Morlet	818-790-8882	
Jul-04	Jun-05	City of Gardena	1717 W. 162nd St. Gardena, CA 90247	John Felix/ Dave Negrete/ Yvonne Mallory	310-217-9643	lot clearance, weed abatement, tree planting and median clean-up
Nov-03	in progress	Rivers & Mountains Conservancy	900 S. Fremont Ave., Annex 2nd Floor P.O. Box 1460 Alhambra, CA 91802	Frank Simpson	626-458-4334	parkland improvements

Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./ Contact Person	Phone Number	Description of Services
Jul-01	in progress	USDA Forest Service	P.O. Box 426 Independence, CA 93526	Linda Houston	760-878-2932	habitat restoration and park facilities improvements
Jul-03	Jun-04	LA County Parks & Recreation	823 Lexington-Gallatin Rd. South El Monte, CA 91733	David Jallo/ Mika Yamamoto	626-575-5526	parkland maintenance and improvements
2000	in progress	City of Los Angeles Recreation & Parks	3900 W. Chevy Chase Dr. Los Angeles, CA 90039	Mark Mariscal	213-485-1310	parkland maintenance and improvements
Jul-03	in progress	USDA Forest Service	34701 Mill Creek Rd. Mentone, CA 92359	Louis Nuno	909-794-1123	habitat restoration and fire fuel reduction
1999	in progress	LA Department of Water & Power	111 N. Hope St. Los Angeles, CA 90012	Gary Gero	213-367-2261	urban forestry
2000	Jun-05	City of Los Angeles Environmental Affairs Dept.	200 N. Spring St., Suite 2005 MS 177 Los Angeles, CA 90012	Melinda Bartlett	213-978-0858	urban forestry and garden construction
Dec-04	in progress	California State Water Resources Control Board	320 W. 4th St., Suite 200 Los Angeles, CA 90013	Sonja Gettel	213-576-6801	streambed restoration
Jun-00	Jun-03	City of Bell Gardens	8327 S. Garfield Ave. Bell Gardens, CA 90201	John Oropeza	562-806-7770	urban forestry and park construction
Jul-02	in progress	US Housing & Urban Development Youthbuild Program	611 W. 6th St., Room 800 Los Angeles, CA 90017	Ray Richardson	213-894-8000, ext. 3303	construction training

PRIVATE INSTITUTIONS:

Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./ Contact Person	Phone Number	Description of Services
Oct-00	Jun-01	Palos Verdes Peninsula Land Conservancy	916 Silver Spur Rd., #108 Rolling Hills Estates, CA 90274	Barbara Dye	310-541-7613, ext. 205	parkland improvements and trail construction and maintenance
Jan-02	Dec-03	CH2M Hill	3 Hutton Center Dr., Suite 200 Santa Ana, CA 92707	Leilani Tedeski	714-429-2020, ext. 2680	non-native species removal at Whittier Narrows Recreation Area
Jan-05	Dec-05	Dave Bang Associates, Inc.	P.O. Box 1088 Tustin, CA 92781	Eric Huber	714-279-8383	assembly and delivery of park and playground equipment
Mar-00	in progress	Catalina Island Conservancy	P.O. Box 2739 Avalon, CA 90704	John Knapp	310-510-1299	habitat restoration and invasive plant removal
Mar-05	Jun-05	Pasadena Casting Club	P.O. Box 6 Pasadena, CA 91102	Eric Callow	626-356-2036	park improvements and landscaping
Jul-05	in progress	Amigos de los Rios	1001 Malcolm Ave. Los Angeles, CA 90024	Claire Robinson	310-470-3258	park construction and improvements

5. CREDIT REFERENCES. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
Home Depot	P.O. Box 6029 The Lakes, NV 88901			800-685-6691
American Express	Box 0001 Los Angeles, CA 90096			800-492-3344
Office Depot	P.O. Box 30292 Salt Lake City, UT 84130		Paul Corrigan	800-729-7744

6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract. Attached.

7. LABOR AND PAYROLL VIOLATIONS. Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department):

- has not found the Proposer responsible for any labor, wage, or payroll violations
- has found the proposer responsible for the following violation(s):

8. ADDITIONAL INFORMATION (Attach additional pages if necessary):

- *Demonstration of at least three years' experience providing employment of at-risk youth in various maintenance services for governmental agencies or private organizations. Provide references for contracts currently being performed or which have been completed in the past five years. Of particular interest will be references from jobs most similar to the scope of the Contract work. The following information must be furnished for each reference: Date Contract or service began and ended; Name, address, contact name, and telephone number of client; and Description of services provided.*

1. California Department of Conservation Division of Recycling

Date Contract or service began and ended

Began: 1987

Ended: In progress

Name, address, contact name, and telephone number of client

Name: California Department of Conservation Division of Recycling

Address: 801 K St., MS 17-01, Sacramento, CA 95814

Contact name: Laurie Kikumoto

Telephone number: 916-324-1237

Description of services provided

For the past 18 years, the LACC has received funds from the California Department of Conservation, Division of Recycling to provide litter abatement and recycling services and education across the County of Los Angeles. Project partners include the US Forest Service, the City of Los Angeles' Department of Recreation and Parks, the Bureau of Land Management, Los Angeles County's Department of Beaches and Harbors and the Santa Monica Mountains Conservancy. Crews of corpsmembers have adopted schools in districts throughout the Southland where students learn about recycling and participate in campus-wide recycling drives. Crews recycle at local special events and provide recycling education outreach to members of the public. With this grant funding, corpsmembers have recycled thousands of tons of beverage containers and other recyclable materials and properly disposed of tens of thousands of litter and debris from both urban and rural sites throughout the Los Angeles area. Last year, we recycled almost 100 tons of CRV beverage containers and over 63 tons of other recyclable materials and properly disposed of 458 tons of litter and debris.

2. City of Maywood Maintenance

Date Contract or service began and ended

Began: May 2005

Ended: In progress

Name, address, contact name, and telephone number of client

Name: City of Maywood

Address: 4319 E. Slauon Ave., Maywood, CA 90270

Contact name: Ed Aherns, City Manager

Telephone number: 323-562-5712

Description of services provided: Under LACC supervision, corpsmembers are providing landscape maintenance including tree pruning and care and irrigation

and turf maintenance (i.e. litter and weed abatement) on street medians and adjacent streetscapes within the City of Maywood.

3. Metropolitan Water District Brush Clearance

Date Contract or service began and ended

Began: April 2004

Ended: In progress

Name, address, contact name, and telephone number of client

Name: Metropolitan Water District

Address: P.O. Box 54153, Los Angeles, CA 90054

Contact name: Richard Arroyo

Telephone number: 213-217-7613/818-257-4072 (cell)

Description of services provided: Under LACC supervision, corpsmembers are providing brush, invasive plant and fuel reduction services on MWD properties throughout the Los Angeles region.

4. Rancho Palos Verdes Park & Trail Maintenance

Date Contract or service began and ended

Began: July 2003

Ended: In progress

Name, address, contact name, and telephone number of client

Name: Rancho Palos Verdes Department of Public Works

Address: 30940 Hawthorne Blvd., Rancho Palos Verdes, CA 90275

Contact name: Lauren Ramezani

Telephone number: 310-544-5245

Description of services provided: Under LACC supervision, corpsmembers provide weed abatement, storm drain and flood control channel clearance, invasive plant removal, trail construction and maintenance, general landscaping, park and open space maintenance and recycling services within the City of Rancho Palos Verdes.

5. City of Los Angeles Zero Tolerance Graffiti Program

Date Contract or service began and ended

Began: 1989

Ended: In progress

Name, address, contact name, and telephone number of client

Name: City of Los Angeles Office of Community Beautification

Address: 200 N. Spring St., #356, Los Angeles, CA 90012

Contact name: Paul Racs

Telephone number: 213-978-0229

Description of services provided: Under LACC supervision, corpsmembers remove visible graffiti from throughout Los Angeles. Graffiti is removed through a variety of ways, including painting/chemical removal and sand/water blast removal.

6. Los Angeles County Regional Park and Open Space District (Proposition A)

Date Contract or service began and ended

Began: July 1997

Ended: June 2005

Name, address, contact name, and telephone number of client

Name: Regional Park & Open Space District

Address: 510 S. Vermont Ave., Suite 230, Los Angeles, CA 90020

Contact name: Victor Dowbusz/Phyllis Cunningham

Telephone number: 213-738-3005

Description of services provided: As a result of three successful urban forestry proposals to the Regional Park and Open Space District, the Los Angeles Conservation Corps has received approximately \$300,000 to plant more than 6,000 trees throughout urban Los Angeles at and around schools and parks and in residential neighborhoods. In addition, corpsmembers have constructed nearly three miles of an equestrian trail, installed irrigation and associated landscaping along Compton Creek and within the Whittier Narrows Recreation Area, corpsmembers installed fencing, built a community garden and restored approximately one-and-a-half acres of native vegetation.

7. California Coastal Conservancy Redondo Bluffs Restoration

Date Contract or service began and ended

Began: October 2003

Ended: In progress

Name, address, contact name, and telephone number of client

Name: California Coastal Conservancy

Address: 1330 Broadway, 11th Floor, Oakland, CA 94612

Contact name: Marc Beyeler

Telephone number: 510-286-4172

Description of services provided: Under LACC supervision, corpsmembers are re-vegetating a two-acre demonstration site to illustrate the feasibility of bluff restoration and are establishing a native plant nursery in the community of Redondo Beach.

8. City of Torrance Parks and Special Event Recycling

Date Contract or service began and ended

Began: August 2002

Ended: In progress

Name, address, contact name, and telephone number of client

Name: City of Torrance Public Works Department

Address: 20500 Madrona Ave., Torrance, CA 90503

Contact name: Alison Sherman, Waste Management Coordinator

Telephone number: 310-781-6916

Description of services provided: Since August 2002, RACLA crews have spent one day each week servicing 50 recycling containers at seven (7) parks and provide recycling collection services at pre-scheduled special events in the City of Torrance.

9. City of Redondo Beach Park Landscape Installation and Recycling

Date Contract or service began and ended

Began: April 2003

Ended: In progress

Name, address, contact name, and telephone number of client

Name: City of Redondo Beach Public Works Department

Address: 320 Knob Hill, Redondo Beach, CA (Landscape Installation)
531 N. Gertruda Ave., Redondo Beach, CA 90277 (Recycling)

Contact name: Paula Matusa (Landscape Installation)

Grace Huizar, Administrative Coordinator (Recycling)

Telephone number: 310-318-0610 (Paula)/310-318-0686, ext. 4153 (Grace)

Description of services provided: Corpsmembers worked with staff from the City of Redondo Beach to demolish and rescope a 50' x 150' playground and picnic area (Mathew's Parkette) in Redondo Beach. Crews provided assistance to the project's general contractor with site demolition, subsurface drainage installation and hardscape installation. Our primary objective was to purchase and install the park's irrigation system and all specified plant material, including palm trees, shade trees, shrubs and flowers, sod and bark mulch. This project was completed in August 2003. In July, RACLA crews began spending one day each week providing beverage container recycling services at eight (8) parks and 13 parkettes with the City of Redondo Beach.

10. City of La Cañada/Flintridge Trail Construction and Park Maintenance

Date Contract or service began and ended

Began: July 2004

Ended: June 2005

Name, address, contact name, and telephone number of client

Name: City of La Cañada/Flintridge

Address: 1327 Foothill Blvd., La Cañada, CA 91011

Contact name: Lee Morlet, Public Works Inspector

Telephone number: 818-790-8882

Description of services provided: Under LACC supervision, corpsmembers constructed and maintained trails, including the Cherry Canyon trail within the City of La Cañada.

11. City of Gardena Park and Public Area Maintenance and Construction

Date Contract or service began and ended

Began: July 2003

Ended: June 2005

Name, address, contact name, and telephone number of client

Name: City of Gardena

Address: 1717 W. 162nd St., Gardena, CA 90247

Contact name: John Felix/Dave Negrete/Yvonne Mallory

Telephone number: 310-217-9643

Description of services provided: Under the direction of LACC supervision, corpsmembers cleared lots, removed weeds, planted trees, pulled tree stakes and cleanup up medians within the City of Gardena

12. Rivers & Mountains Conservancy Parkland Improvements

Date Contract or service began and ended

Began: November 2003

Ended: In progress

Name, address, contact name, and telephone number of client

Name: San Gabriel & Lower Los Angeles Rivers & Mountains Conservancy

Address: 900 S. Fremont Ave., Annex 2nd Floor, P.O. Box 1460, Alhambra, CA 91802

Contact name: Frank Simpson

Telephone number: 626-458-4334

Description of services provided: Under LACC supervision, corpsmembers are completing various park enhancement/improvement projects including landscaping, weed abatement and clearance, tree removal, construction, fence installation and tree planting.

13. City of Commerce Erosion Control

Date Contract or service began and ended

Began: January 2004

Ended: June 2004

Name, address, contact name, and telephone number of client

Name: City of Commerce

Address: 2433 Commerce Way, Commerce, CA 90040

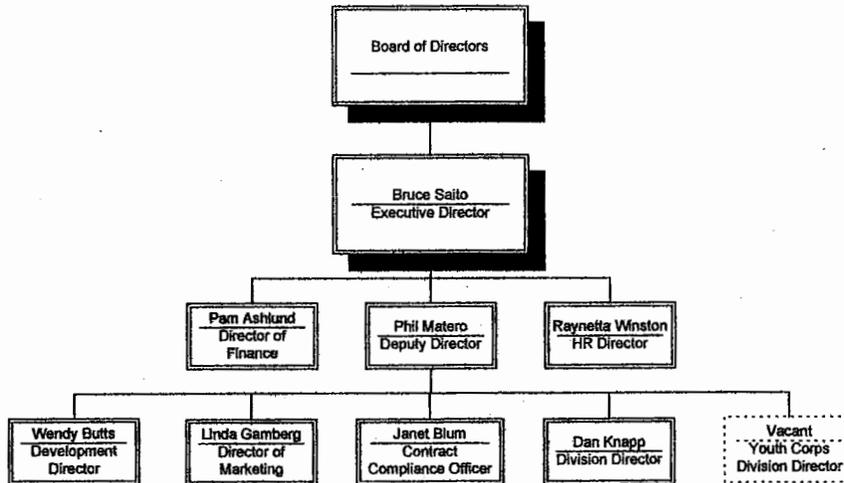
Contact name: Jim Jimenez, Director of Parks & Recreation/Robert Lipton

Telephone number: 323-721-5281

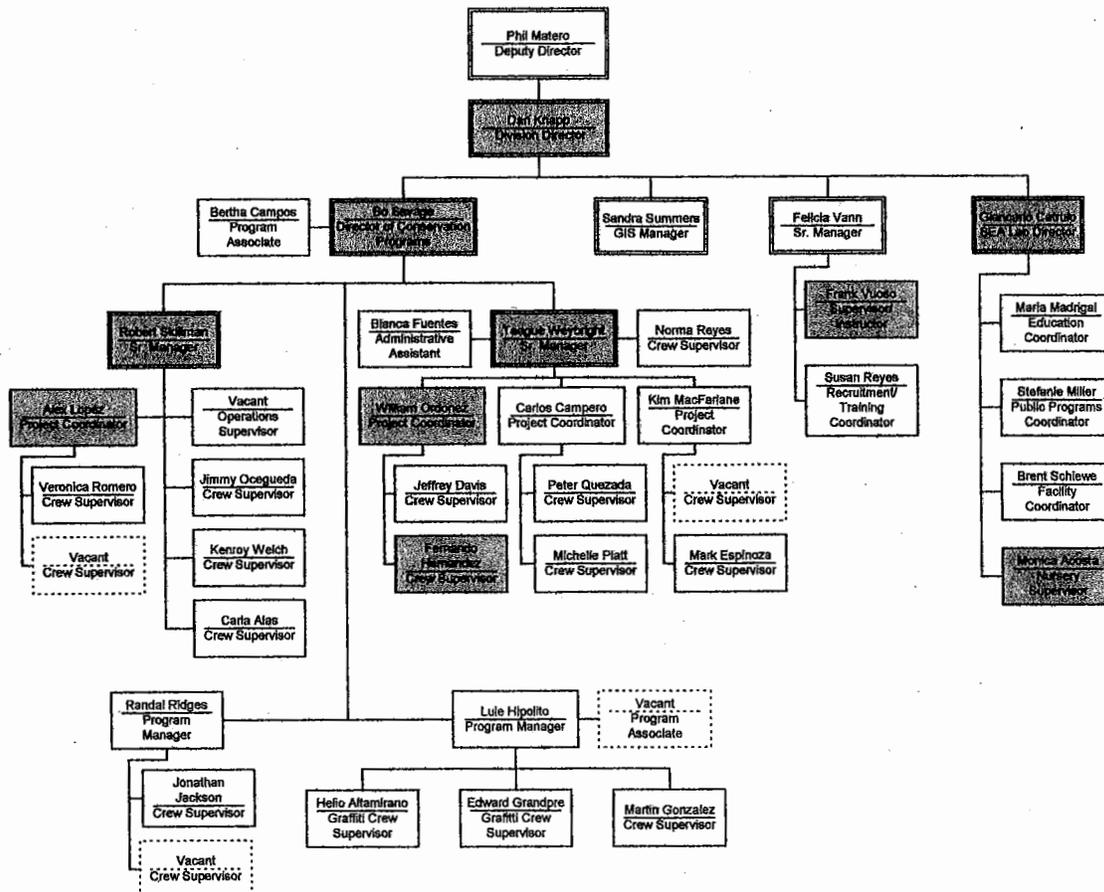
Description of services provided: Under LACC supervision, corpsmembers removed weeds, mud, trash and debris from storm drains and surrounding hillsides along an underpass in the City of Commerce. Working with the City of Commerce Public Works Department, corpsmembers installed jute netting and re-vegetated approximately two acres of hillside with ice plant to prevent future erosion.

• *Description of size and organizational structure*

The LACC is governed by a 21-member Board of Directors that directly supervises the Executive Director. The organizational chart below outlines the chain of command for the Corps' Executive Team.



Dan Knapp, Division Director, oversees the work of the Young Adult Corps. An organizational chart for this division appears below. Resumes for the individuals highlighted below are attached.



- *Copies of financial statements (balance and income statements) for the last full fiscal year and any partial year through at least June 2005.*

Audited Financial Statements for the 2004-05 Fiscal Year (ending June 30, 2005) are attached.

- *A minimum of three credit or financial references, giving names, addresses and telephone numbers*

1. Name: Home Depot

Address: P.O. Box 6029, The Lakes, NV 88901-6029

Phone No.: 800-685-6691

2. Name: American Express

Address: Box 0001, Los Angeles, CA 90096

Phone No.: 800-492-3344

3. Name: Office Depot

Contact: Paul Corrigan, Billing & Credit Liaison

Address: Dept. 56-6184205841, P.O. Box 30292, Salt Lake City, UT 84130

Phone No.: 800-729-7744

- *Evidence of insurability from an insurance company setting form coverage meeting the limits and other requirements of Section 3.9 of the Sample Contract*

Evidence of insurability is attached.

POLICY NUMBER: 01CG737137 10

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
County of Los Angeles Department of Beaches and Harbors Contract Section 13837 Fiji Way Marina Del Rey, CA. 90292
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

SC

POLICYHOLDER COPY



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-01-2005

GROUP: 000044
POLICY NUMBER: 0019305-2005
CERTIFICATE ID: 482
CERTIFICATE EXPIRES: 10-01-2006
10-01-2005/10-01-2008

COUNTY OF LOS ANGELES DEPT OF
BEACHS & HARBORS-CONTRS SECTION
19837 FIJI WAY
MARINA DEL REY CA 90282

SC

JOB: EMPLOYMENT OF AT RISK YOUTH

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

AUTHORIZED REPRESENTATIVE

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2000 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

LOS ANGELES CONSERVATION CORP. (A NON-PROFIT
CORP.)
PO BOX 15888
LOS ANGELES CA 90015

REQUEST FOR PROPOSALS – PROPOSER'S CERTIFICATION

On behalf of Proposer Los Angeles Conservation Corps, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Bruce Saito
Name
Bruce Saito
Signature

Executive Director
Title
October 28, 2005
Date

County of Los Angeles – Community Business Enterprise Program (CBE)

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Los Angeles Conservation Corps

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

I AM As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): 134

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

	Race/Ethnicity		Sex		Total	
	Male	Female	Male	Female	Male	Female
Black/African American			3	7	4	8
Hispanic/Latino			4	5	23	43
Asian or Pacific Islander			1	1	2	8
American Indian			1	0	1	0
Filipino						
White			7	8	3	7

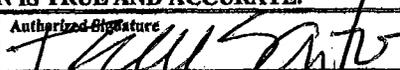
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. N/A

	Male	Female	White	Black	Hispanic	Other
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
 If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency	Contract No.	Contract Value	Contract Start Date	Contract End Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>Bruce Saito</u>	Authorized Signature 	Title <u>Executive Dir.</u>	Date <u>10-28-05</u>
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**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: Los Angeles Conservation Corps			
Company Address: P.O. Box 15868			
City: Los Angeles	State: CA	Zip Code: 90015	
Telephone Number: 213/747-1872			
Solicitation For (Type of Services): Employment of At-Risk Youth on Repair, Maintenance and Improvement Projects			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Brude Saito	Title: Executive Director
Signature: 	Date: October 28, 2005



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: LOS ANGELES CONSERVATION CORPS		
Company Address: P.O. BOX 15868, 605 W. OLYMPIC BLVD. SUITE 450		
City: LOS ANGELES	State: CA	Zip Code: 90015
Telephone Number: (213) 747-1872 EXT. 313	Facsimile Number: (213) 747-2944	Email Address: dknapp@lacorps.org
Awarding Department: LA COUNTY DEPARTMENT OF BEACHES AND HARBORS		Contract Term:
Type of Service: EMPLOYMENT OF AT-RISK YOUTH ON REPAIR & MAINTENANCE AND IMPROVEMENT PROJECTS		
Contract Dollar Amount:		Contract Number (if any):

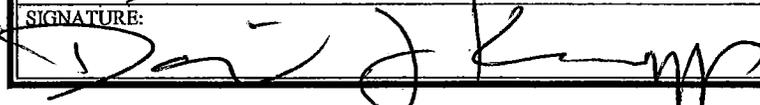
I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim):

- My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (attach IRS Determination Letter).
- My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

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- My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); AND
 - the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
 - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: DANIEL S. KNAPP	TITLE: DIVISION DIRECTOR
SIGNATURE: 	DATE: 10-25-05

Internal Revenue Service

Department of the Treasury

**P. O. Box 2508
Cincinnati, OH 45201**

Date: May 24, 2000

Los Angeles Conservation Corps
605 W Olympic Blvd 450
Los Angeles, CA 90015-1426

Person to Contact:
Ms. Smith #31-07262
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
95-4002138

Dear Sir or Madam:

This letter is in response to your correspondence dated March 9, 2000 requesting a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in December 1985 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Los Angeles Conservation Corps

 Company Name

P.O. Box 15868, Los Angeles, CA 90015

 Address

95-4002138

Internal Revenue Service Employer Identification Number

D-1285780

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.



 Signature

October 28, 2005

 Date

Bruce Saito, Executive Director

 Name and Title of Signer (please print)